

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING  
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, MARCH 2, 2015 IN THE E.L. PURYEAR  
BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	JOHN GRIFFIN	john.griffin@groveland-fl.gov
COUNCIL MEMBER	JAMES SMITH	james.smith@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	EVELYN WILSON	evelyn.wilson@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
CITY CLERK	TERESA BEGLEY	teresa.begley@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

**Please note:** Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**AMENDED AGENDA**

**Call to Order**

**Opening Ceremonies**

- a. Pledge of Allegiance
- b. Invocation

**Roll Call**

**Reports**

- a. City Council Member Reports
- b. City Manager's Report
- c. City Attorney's Report
- d. Citizen Advisory Reports

**Consent Agenda**

- Approval of City Council Meeting Minutes 02-19-2015

**Guest Speakers, Presentations, and Proclamations**

- 1) Presentation: Neighborhood Grant Program – *presented by Ryan Berger*
- 2) Presentation: Robert A. Davis Park – *presented by Redmond Jones*

**Old Business**

- 3) Ordinance 2015-02-02: Comprehensive Plan Amendment – Dequette Property  
**\*Second and Final Reading**
- 4) Ordinance 2015-02-04: PUD Rezoning – *Hunt Industrial Park Phase III* **\*Second and Final Reading**

**New Business**

- 5) Interlocal Agreement for Retention of a Consultant to Oversee South Lake Water Supply and Infrastructure Studies

- 6) Replat: Eagle Pointe Phase II
- 7) Extension to Agreement between City and C.W. Roberts Contracting, Inc. re: Remediation to Catherine Lane & Wendell Avenue
- 8) Lift Station No. 18 Replacement Proposal by BESH Engineering

#### **Public Comments\***

#### **Announcements**

#### **Adjournment**

*\*Groveland Code of Ordinances Sec. 2-58 (f).* Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition do not give out your Social Security Number, phone number, email address of any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

***City of Groveland***  
**Minutes**  
**City Council**  
Thursday, February 19, 2015

The Groveland City Council met in a regular meeting on Thursday, February 19, 2015 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:00pm with the following members present: Vice Mayor John Griffin, Council Members James Smith, Dina Sweatt, and Evelyn Wilson. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, City Clerk Teresa Begley and Sergeant-at-Arms Deputy Chief John Flinn.

**OPENING CEREMONIES**

The meeting opened with the Pledge of Allegiance lead by Council Member Wilson followed by the invocation given by Council Member Sweatt.

**REPORTS**

**a. Council Member Reports**

- **Council Member Smith** attended the Annual South Lake Black Achievers Banquet and stated the event was very successful.
- **Council Member Sweatt** attended the Business of the Month Ceremony at Subway and the Lake~Sumter MPO meeting on February 5; the Lake Ridge Jazz Festival on February 14, Lake Legislative Days on February 17-18; the dedication ceremony for Specialist Ronald Gaffney Memorial Highway earlier today; and will attend the Florida League of Cities University Summit Series in Winter Park on Friday.
- **Vice Mayor Griffin** attended Lake County League of Cities Luncheon where Dr. Diane Culpepper of LakeTech gave a very informative presentation.
- **Council Member Wilson** attended the Business of the Month Ceremony at Subway, the Lake~Sumter MPO meeting and the ribbon cutting of QuietFlex on February 5. She spoke with QuietFlex about utilizing LakeTech to train their workforce. There employment agency, Spherion, will be getting in touch with Dr. Culpepper to discuss the possibilities. Attended the Lake County Economic Development meeting; Lake Legislative Days on February 17-18; the dedication ceremony for Specialist Ronald Gaffney Memorial Highway earlier today; and will attend the Florida League of Cities University Summit Series in Winter Park on Friday.
- **Mayor Loucks** attended Lake Legislative Days on February 17-18 where he discussed funding for the South Lake Regional Water Initiative Future Water Supply. The SLRWI is asking for \$25-35 million to resolve all of South Lake's water problems. The SLRWI plans to obtain funds as follows: 33% from Florida Department of Environmental Protection, 33% from St. Johns River Water Management District and 33% from miscellaneous grants and the five municipalities that comprise South Lake.

Mayor Loucks discussed the possibility of hiring a lobbyist to push our needs to the forefront during this legislative session. He feels that by hiring a lobbyist the City

would be more likely to obtain funding for water projects and to get the SR 50 Realignment Project placed back on the FDOT 5-YR Project List. He asked for a consensus from council to have Mr. Jones bring back a prospective lobbyist that could carry these grants through the legislation.

*Council Member Wilson moved to open for discussion the hiring of a lobbyist; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.*

*Consensus to have Mr. Jones bring a proposal back to the Council at the next meeting regarding the hiring of a lobbyist.*

Mayor Loucks continued with his report stating he attended the QuietFlex Ribbon Cutting, the Annual South Lake Black Achievers Banquet and the dedication ceremony of Specialist Ronal Gaffney Memorial Highway.

- b. **City Manager Redmond Jones** reminded those in attendance that his City Manager's Reports are accessible on the City's website the day after each meeting.
- o **SR 50 Realignment:** a delegation presented the information obtained in the letter writing campaign to legislators in an effort to have FDOT re-evaluate their proposed 5 year work plan.
  - o **Villa City DRI:** application has been submitted; the review process will take 18-21 months. Representatives for the DRI are expected to begin scheduling individual introductory meetings with Council in the very near future.
  - o **Hunt Industrial Park Developer's Agreement:** on schedule for the March 16 Council Meeting.
  - o **Permaculture Community Garden:** CRA approved usage of a 1-3 acre parcel of Groveland Commerce Park property to construct a permaculture garden.
  - o **Goal Setting Consultant:** asked for a consensus authorizing the city manager to move forward with Art Davis Group to obtain a professional services agreement to conduct the City of Groveland's 2015 Goal Setting.

*Council Member Wilson moved to approve Art Davis Group; seconded by Vice Mayor Griffin.*

Council discussed the hiring of Art Davis Group but felt that a firm in Florida would be preferable due to the intricacies of Sunshine Law; that the firm was too expensive; was not close enough to easily allow for follow-up workshops, and proposed meeting times were not conducive with members' schedules. The Council directed Mr. Jones to obtain proposals from the Florida League of Cities, University of Central Florida and other Florida firms experienced in what was needed.

*The motion was denied with all members present voting NAY.*

- o **Waterside Pointe Commercial Property:** the City was recently given the opportunity to purchase the 11.3 acres consisting of two parcels on SR 50 at Waterside Pointe. Mr. Jones asked for further direction from Council on how to

proceed.

*Council Member Wilson moved to open for discussion; seconded by Council Member Sweatt.*

*Motion Amended.*

*Council Member Wilson moved to not proceed with looking into the purchase of the property; seconded by Council Member Sweatt. The motion was approved with Vice Mayor Griffin as the only dissenting vote.*

- Water Rate Study: the City Manager's Office is moving forward with the data collection phase of the study.
- Amphitheater: a presentation will be given at the March 2 Council Meeting
- Box Car Racing – races will be held on February 28 and March 28

### **CONSENT AGENDA**

- **Approval of City Council Meeting Minutes 02-02-2015**

*Council Member Smith moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.*

### **GUEST SPEAKERS, PRESENTATIONS AND PROCLAMATIONS**

#### **1. Proclamation: FFA Week – February 21-28, 2015**

*City Clerk Teresa Begley read the proclamation for the mayor proclaiming February 21-28, 2015 as FFA Week. The FFA District President and members of the Parliamentary Team presented the Mayor and Council with a certificate for going above and beyond during FFA Week.*

#### **2. Proclamation: Irish American Heritage Month – March 2015**

*City Clerk Teresa Begley read the proclamation for the Mayor proclaiming March 2015 as Irish American Heritage Month.*

#### **3. Guest Speaker Jim Stivender, Lake County Public Works Director**

Mr. Stivender addressed the Council and offered advice on the SR 50 Realignment Project. He stated that the City is on the funding bubble but FDOT is constantly reevaluating its project list. He stated his office would continue to assist the City in regards to this project. It is recommended that the City try to move forward looking at ways it could assist FDOT such as obtaining right-of-ways via agreements or purchase and applying to have the park and ride lot developed. He stated that the realignment

project is massive but can be paired down into manageable phases that would speed the project along and keep it on the FDOT 5-Yr Project List.

Mr. Stivender addressed the paving of dirt roadways in the City. He stated that his budget has no room at this time to pave Libby Rd #3 or Sampey Road. He is optimistic that the County will be able to assist or partner with the City in upcoming fiscal years to do this. However, in the meantime, the City should be working to obtain rights of way and/or easements for this project. He noted that with roads such as Sampey Rd once the design study is complete the road may get paved but it may not be located in the same location.

In regards to flooding, Mr. Stivender stated that this again is a project that should be handled jointly with the City and County. He stated that the ground has become overly saturated causing flooding but due to changes in waterway laws in the 1970's he is limited in what he can do. IN the past the drainage ditches and canals would be free of grass, shrubs and trees but since the law change he is prohibited from opening up the waterways.

*Consensus to have staff work with Lake County staff to resolves all of our joint public works issues.*

**4. Presentation: Solar Organic Bio/Solids Treatment – presented by Mr. Patrick Anthony**

Mr. Anthony gave a presentation which showed the process of how his equipment turns sludge into a solid compost product. The equipment consists of an aluminum box that uses magnifying glass lenses to pasteurize the sludge into granules. These granules can then be easily disposed of by placing in a regular dumpster and is even safe to be used on playgrounds. Mr. Anthony's company would like to partner with the City to create a "baby site" by placing a small equipment setting on City property at his cost. He would then use this site as a showroom of sorts. The estimated cost for this "baby site" is \$250,000 and the City has 90-days to decide if they wish to accept his offer.

*Mayor Loucks debated the project at length as he was concerned that unregulated chemicals would still be in the solids causing it to be a hazard. Council wanted to see what the cost savings would be and learn more about the end product before making a decision. Council thanked Mr. Anthony for his presentation.*

**5. Presentation: Fire Department – present by Groveland Fire Department**

In recognition of Women's Heart Health Month and the Cherry Lake Substation becoming certified to offer Advanced Life Support services Groveland Fire Department representatives gave a presentation of how our First Responders are able to provide ALS during calls. The fire engine carries everything that an ambulance has; they just are not able to transport patients. Groveland Fire Department is proud that they are now properly equipped to help all citizens in Groveland with a quick response.

**6. Police & Fire Games – presented by Ofc. Gary Revelt**

Ofc. Revelt addressed the Council regarding his previous participation in swimming competitions at police and fire games. Due to the former games program going bankrupt he plans to participate in the 2015 World Police & Fire Games in Fairfax County, Virginia. He stated that this is a once in a lifetime opportunity to represent the City of Groveland in the 50yd Backstroke Event. Currently, Ofc. Revelt is attempting to raise \$2,000 to fund his trip.

*Council Member Sweatt moved to fully fund Ofc. Revelt in the amount of \$2,000; seconded by Council Member Wilson. The motion was approved with all members present voting aye.*

**OLD BUSINESS**

**7. Ordinance 2015-01-01: Annexation – Dequette Property \*Second and Final Reading**

*Council Member Smith moved to approve; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.*

**NEW BUSINESS**

**8. Refinancing of the 2012A Note with Fifth Third Bank (Public Safety Property)**

*Council Member Smith moved to approve; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.*

**9. Agreement: CM Box Car Racing**

Mayor Loucks is concerned that Mr. Bomm seems to send emails after each race threatening to remove races from Groveland stating that he owns the race and equipment. Mayor Loucks asked if the equipment the City purchased has been properly inventoried. Mr. Lucas stated that he is still in the process of getting the cars and various equipment marked as City property. He continued stating that Mr. Bomm has had a tendency to overreact and has acknowledged this. However, the agreement contains a termination clause allowing each party to terminate the agreement within a sixty day time frame.

*Council Member Wilson moved approve; seconded by Council Member Smith. The motion was approved with Council Members Smith, Sweatt and Wilson voting aye. Vice Mayor Griffin and Mayor Loucks voted nay.*

**10. Re-plat: Timber Groves**

*Council Member Smith moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.*

**11. Ordinance 2015-02-02: Comprehensive Plan Amendment – Dequette Property**

*Council Member Sweatt moved to approve; seconded by Council Member Smith. The motion was approved with all members present voting aye.*

**12. Ordinance 2015-02-03: Rezoning – Dequette Property**

*Council Member Smith moved to table this item at the request of staff; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.*

**13. Ordinance 2015-02-04: PUD Rezoning – Hunt Industrial Park Phase III**

*Council Member Smith moved to approve; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.*

**OPEN FORUM**

**COUNCIL ANNOUNCEMENTS**

**Council Member Smith** stated that in his opinion staff should reach out to the owners of the former juice plant property. If the owners did not want to deal directly with the City then their representative, Mr. Morgan Booth, should be contacted. He feels that since these property owners have the most to gain by the SR 50 Realignment Project they should pay for the lobbyist or at least the majority of fees. He stated that the City is constantly discussing holding more events and looking at locations; this property consists of over 70 acres. He said he personally felt that the maintenance of the property in exchange for usage would benefit all parties involved. In addition, if the City signed a lease the property owners would then be eligible for a large tax deduction.

*Consensus to have the City Attorney and City Manager contact the owners of the former juice plant property.*

**ADJOURNMENT**

*Mayor Loucks adjourned the meeting 10:55pm.*

Attest:





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Tim Loucks, Mayor

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Teresa Begley, City Clerk



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** March 2, 2015

**AGENDA ITEM:** **Presentation: Neighborhood Grant – *presented by Ryan Berger***

**CITY GOAL:** Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

**PREPARED BY:** Ryan Berger, Community Development Director

**DATE:** February 23, 2015

### BACKGROUND:

City Council approved \$15,000 in the FY 14-15 budget for neighborhood grants. This is a brief presentation regarding the upcoming application cycle and process.

**STAFF RECOMMENDATION:** None

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

**SECOND BY:**

*"The city with a future, watch us grow!"*



# Neighborhood Grants





## What is it?

- Neighborhood Grants will be offered for improvements to public property or projects that have a public benefit.
- Non profit agencies may apply. The use of matching funds or volunteer hours is encouraged.
- \$15,000 for Neighborhood Grants was approved in the budget for FY 2015 by City Council.
- Grant between \$1,000 and \$5,000 per project.
- Some projects could include but are not limited too: park improvements, minor maintenance issues, signage, neighborhood centers / clubhouse improvements.



## Timeline

- Applications will be available March 16<sup>th</sup> at City Hall and on the City Website.
- Press Release submitted on March 16<sup>th</sup>.
- Email applications to Home Owner Associations on March 17<sup>th</sup>.
- Advertisement City Wide in water bill on March 17<sup>th</sup>.
- Applications due to on April 10<sup>th</sup>.
- Funding recommendations will be provided at the April 20<sup>th</sup> City Council Meeting.



## Staff Review

- Project Information
  - Is the project clearly explained?
  - Is a community need identified?
  - Does the project address the community need?
- Project Effectiveness
  - Is the project addressing the need in the most efficient way?
- Capacity
  - Does the entity applying have the resources to make the project successful?
- Maximizes / Leveraging Recourses
  - How much of the project is being completely funded by the City?
  - Are volunteers and or donations from other sources being utilized?



## REQUEST FOR CITY COUNCIL CONSIDERATION

**MEETING DATE:** March 2, 2015

**AGENDA ITEM:** Robert A. Davis - Amphitheater Presentation

**CITY GOAL:** Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

**PREPARED BY:** Redmond Jones, City Manager's Office

**DATE:** February 23, 2015

### BACKGROUND:

In 2005, the Estates at Cherry Lake, LLP deeded to the City of Groveland approximately 49.85 acres of land (now known as Robert A. Davis Park) for the purpose of a public park. Public parks are recognized as public land made available for recreational purposes.

The deed does have a revert clause which would require the ownership of the land / property known as Robert A. Davis Park to be reclaimed by the Estates at Cherry Lake, LLP should a park not be constructed by the year end of 2025.

City Council contracted with AMEC to prepare a conceptual plan for the Robert A. Davis Park on Wilson Lake Parkway for a total of \$44,800 that would include the following services:

- Boundary and Topographic Survey
- Geotechnical Investigation
- Ecological Assessment
- Preliminary Design Services
- Opinion of Probable Construction Cost
- Preliminary Design Plans
- St. John Regional Water Management District ERP Pre-Application Meeting Minutes
- Lake County Driveway Connection Permit Pre-Application Meeting Minutes

This presentation reflects this work as we near final draft of a conceptual plan.

**STAFF RECOMMENDATION:** None

**REVIEWED BY CITY MANAGER:**

**COUNCIL ACTION:**

**MOTION BY:**

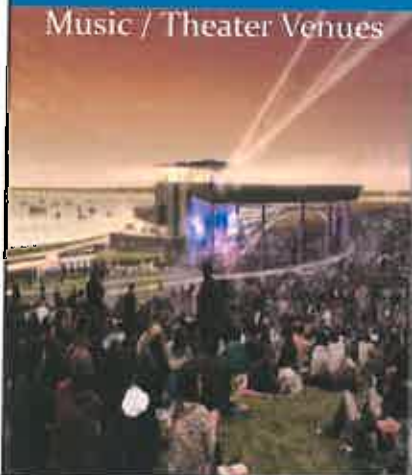
**SECOND BY:**

*"The city with a future, watch us grow!"*

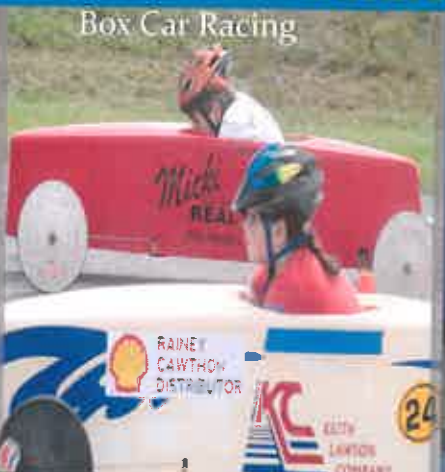
# Prepare Plan Deliver

Groveland as a Designation Starts Today; "A City with a  
Future, watch us Grow."

Music / Theater Venues



Box Car Racing



Junior Theater







**Develop Inviting High Profile  
Visually Impactful Projects  
That Establish The  
City of Groveland as a  
Destination, Gateway, Brand, and  
Other Projects that Reflect Sound  
Use of Tax Dollars**



CITY OF GASTON, ARIZ.  
GASTON COUNTY, ARIZONA  
ADOPTED 5th OCTOBER 19, 2014

City of Groveland  
Comprehensive Plan  
Recreation and Open Space Element

Park	Acreage	Facilities
Lake David Park	3.79 acres	Fitness Equipment, basketball court, skateboard court, picnic tables, and grills, playground, fishing, boat ramp
Puryear Community Building and Veterans Park	.8 acres	Community center, memorial fountain with benches
JT Memorial Park	2.5 acres	T-ball field, 2 baseball diamonds, playground, concession stand
David Blanks (formally known as South Street)	0.4 acres	Playground, basketball court
Beverly Park	1.4 acres	Pavilion, walking trail, playground, grills, volleyball, basketball
Senior Center	0.44 acres	Senior Center building
Estates at Cherry Lake	20 acres	Not developed yet – AKA Robert A. Davis
Preserve at Lake Lucy	3 acres	Not developed yet -
Eagle Point	5 acres	Not developed yet – working together with cypress oaks to
Cypress Oaks	3.5 acres	Join the two parks into a one 8.5 acres singular park
<b>Total Acres with Facilities</b>	<b>9.33</b>	
<b>Total Acres</b>	<b>40.83</b>	

City of Groveland  
Comprehensive Plan  
Recreation and Open Space Element

RECREATION AND OPEN SPACE ELEMENT

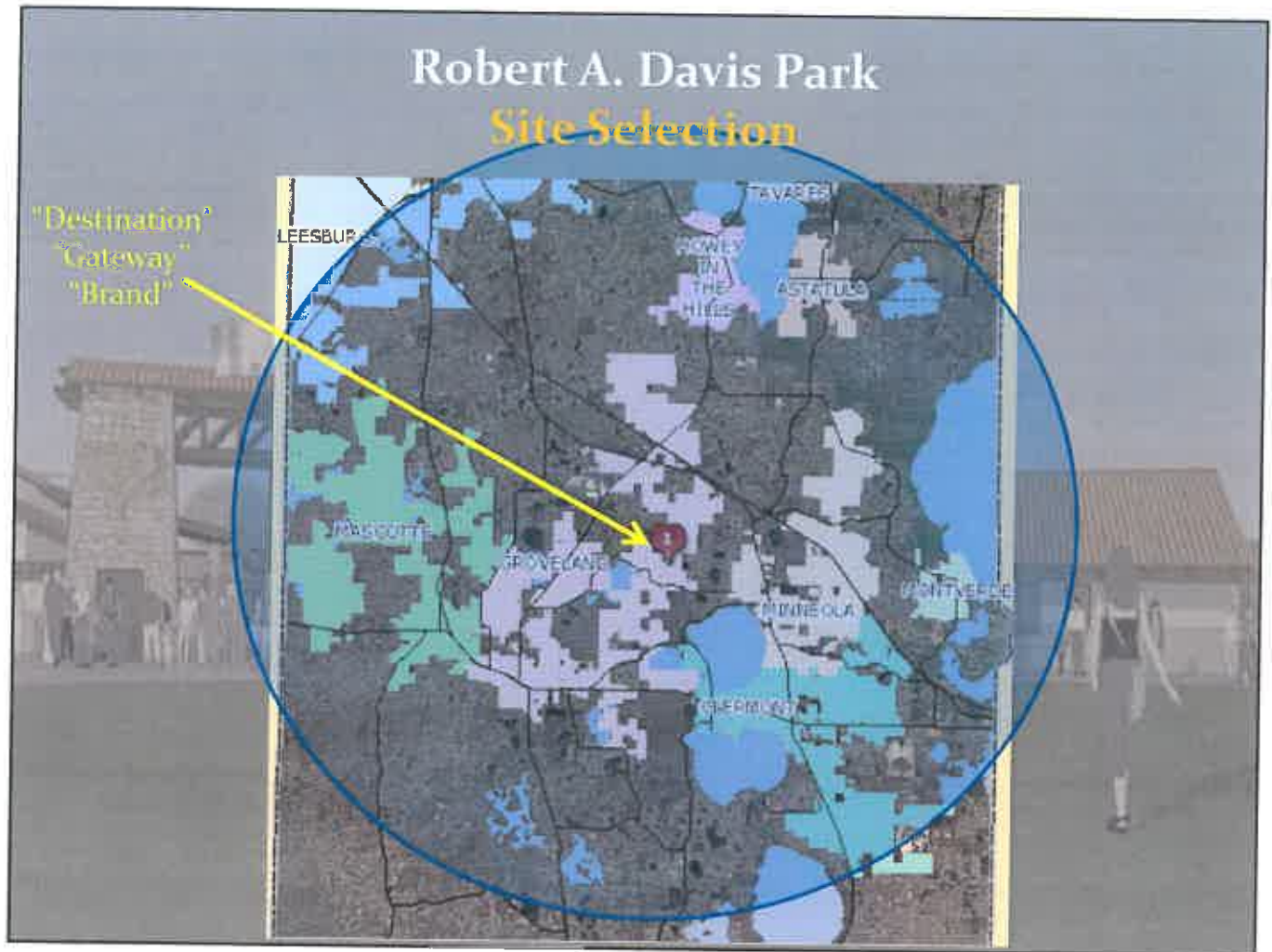


CITY OF GROVELAND  
DADE COUNTY, FLORIDA  
ADOPTED ON OCTOBER 18, 2001

## City of Groveland Comprehensive Plan Recreation and Open Space Element

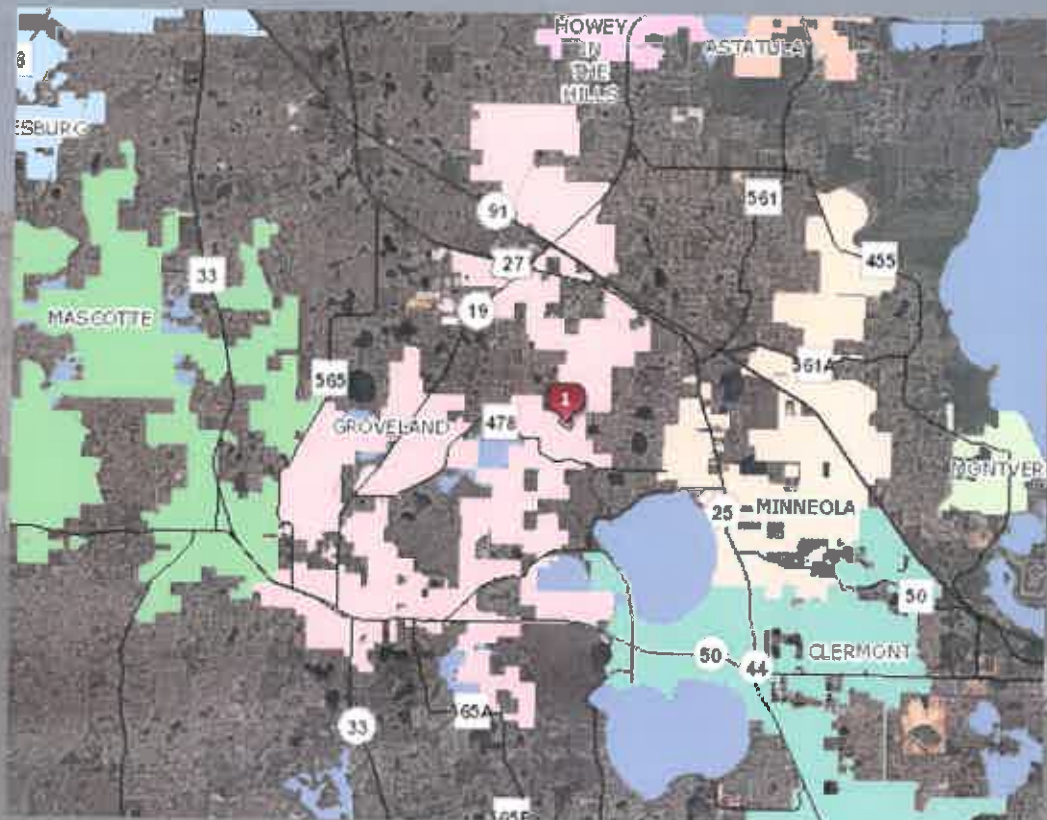
Land / Facility	2008 Level of Service	Adopted Level of Service	Land / Facilities Needed based on population	Surplus or Deficiencies
Park Land	40.83 Acres	6.0 acres of park land per 1000 residents	43.24 acres of park est. 72.00 acres of park	Deficient by 2.41 acres in 2008 34.17 acres est. 2014
Park Facilities	9.33 Acres	3.0 acres of park facilities per 1,000 residents	21.62 acres of park facilities 36.00 acres of park facilities	Deficient by 12.29 acres in 2008 26.67 acres est. 2014

Data is based on research from the "Bureau of Economic and Business Research"  
A University of Florida: "Think Tank"

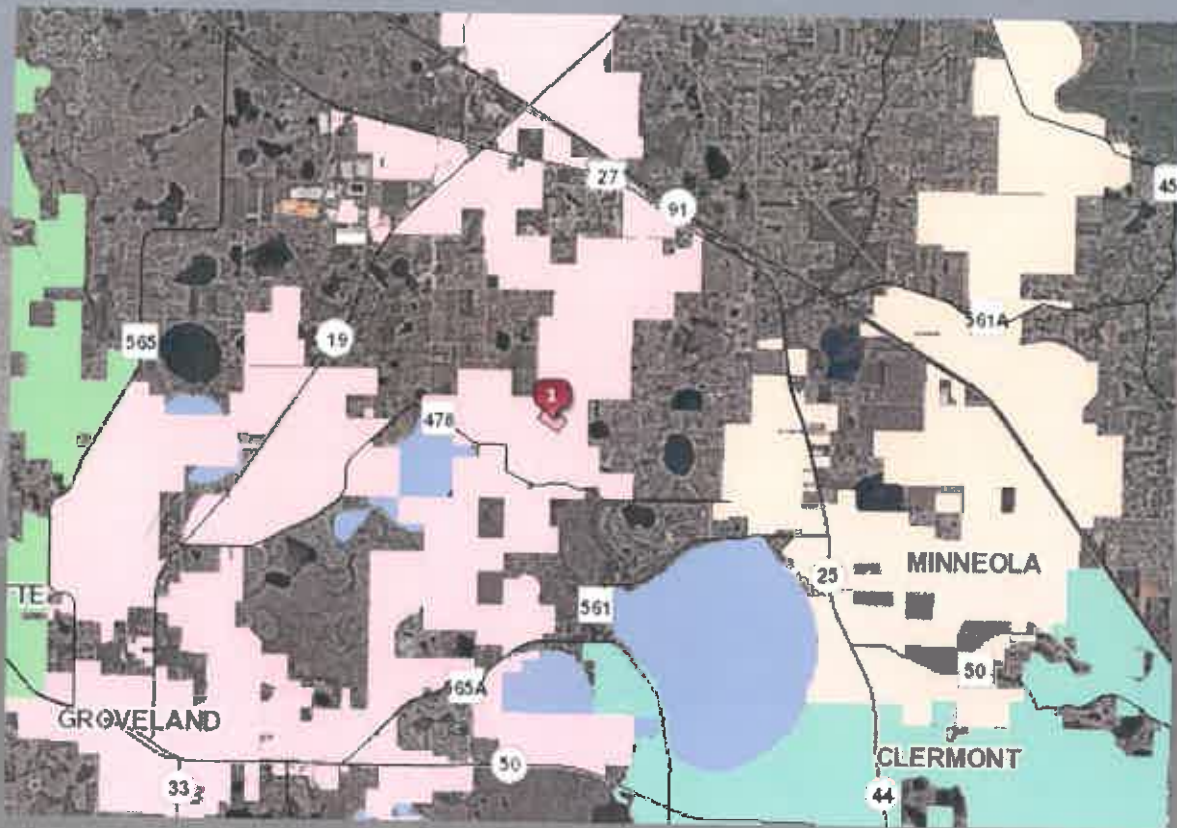




## Robert A. Davis Park Site Selection



## Robert A. Davis Park Site Selection



## Robert A. Davis Park Site Selection





## Robert A. Davis Park Site Selection





## Robert A. Davis Park Site Selection



## Robert A. Davis Park Site Selection



## Robert A. Davis Park Site Selection







## Robert A. Davis Park Site Selection



## Robert A. Davis Park Site Selection

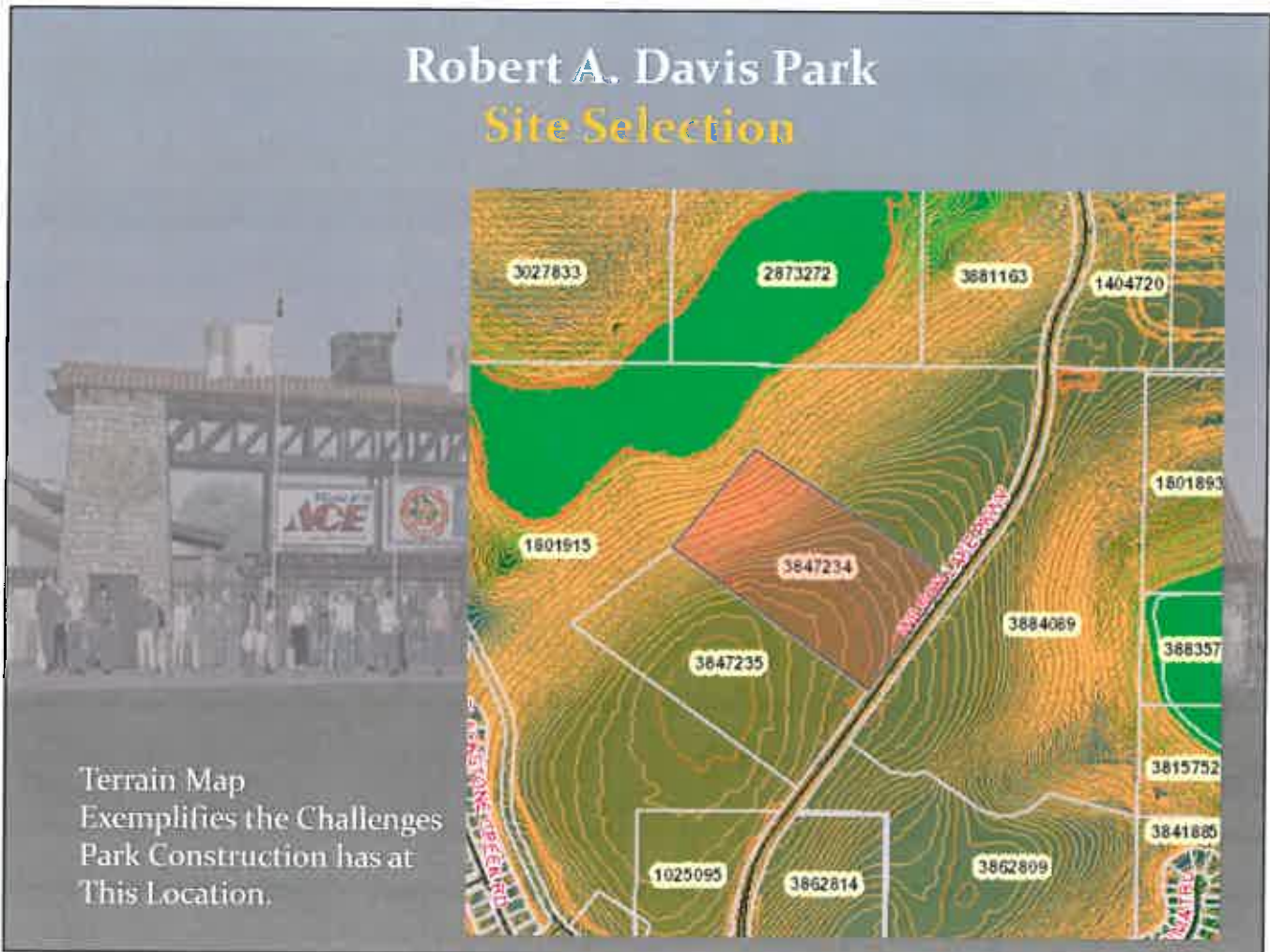




## Robert A. Davis Park Site Selection

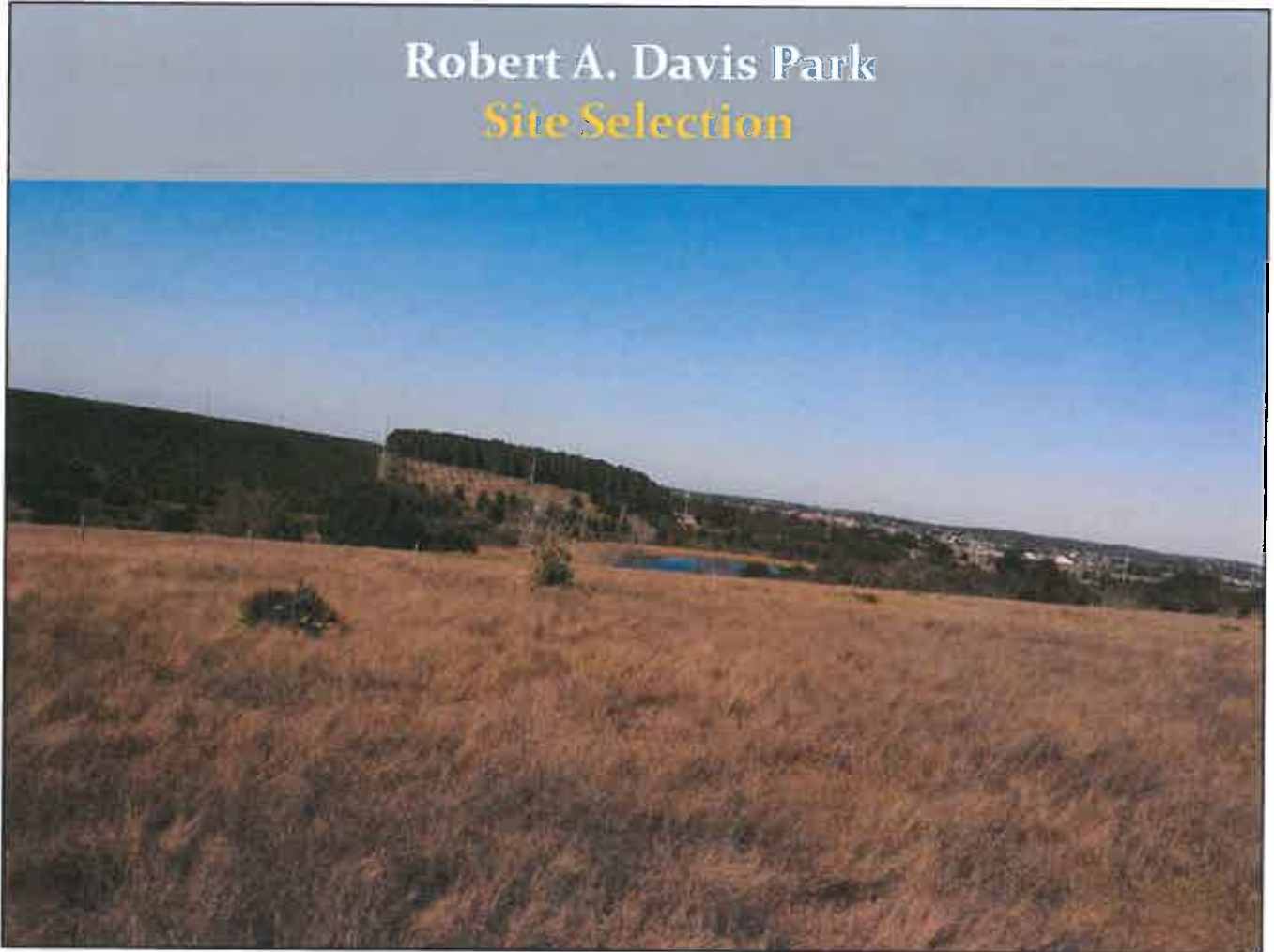


## Robert A. Davis Park Site Selection

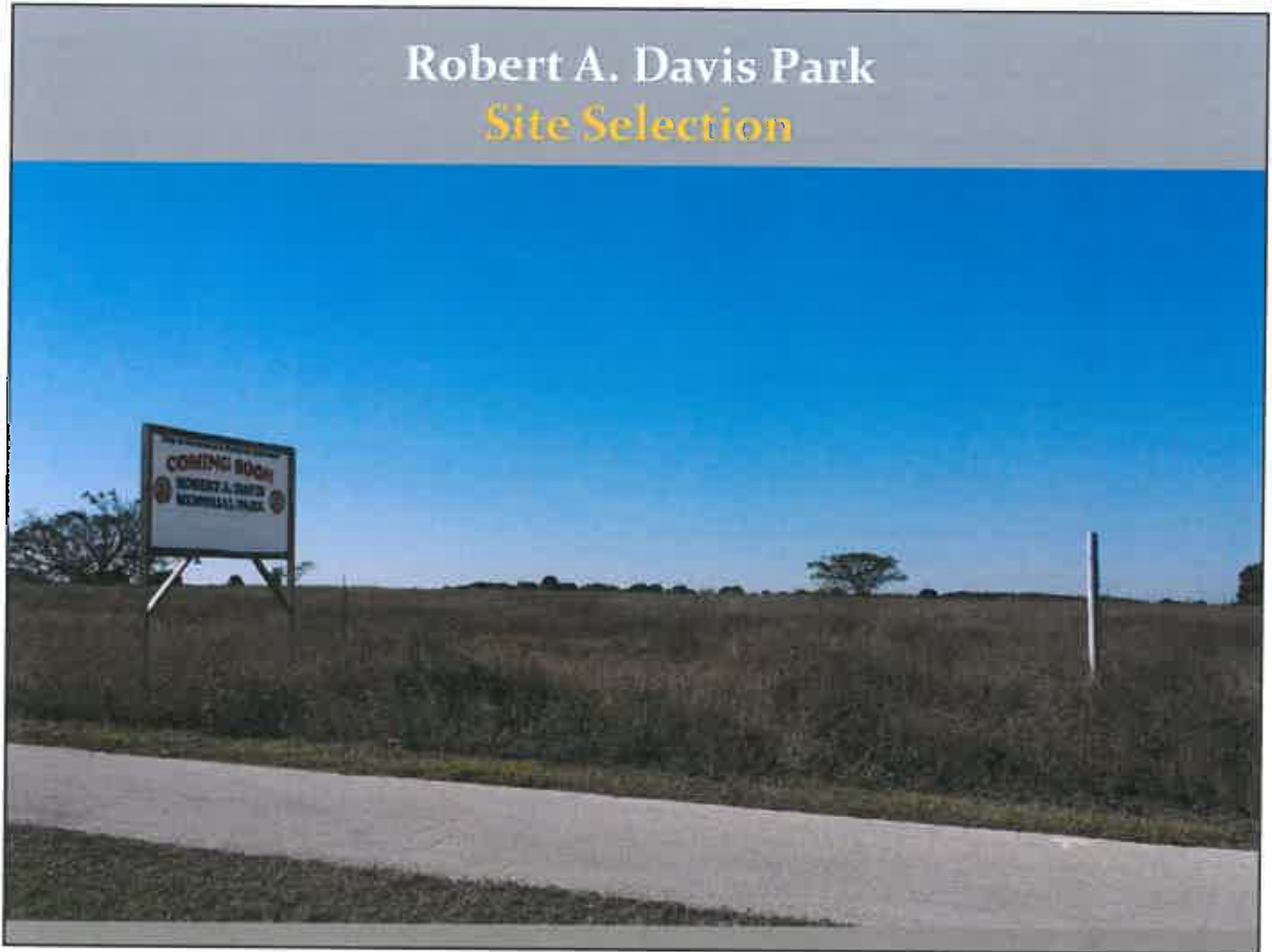




## Robert A. Davis Park Site Selection



## Robert A. Davis Park Site Selection



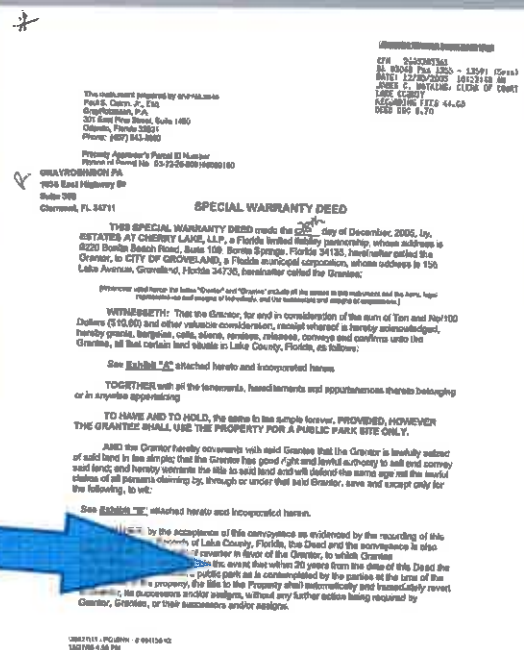
Robert A. Davis Park  
*Site Selection*



## Robert A. Davis Park Site Background

In 2005, the Estates at Cherry Lake, LLP deeded to the City of Groveland approximately 49.85 acres of land (now known as Robert A. Davis Park) for the purpose of public park. Public parks are recognized as public land made available for recreational purposes.

The deed does have a reverter clause which would require the ownership of the land / property known as Robert A. Davis Park to be reclaimed by the Estates at Cherry Lake, LLP should a park not be constructed by the year end of 2025.



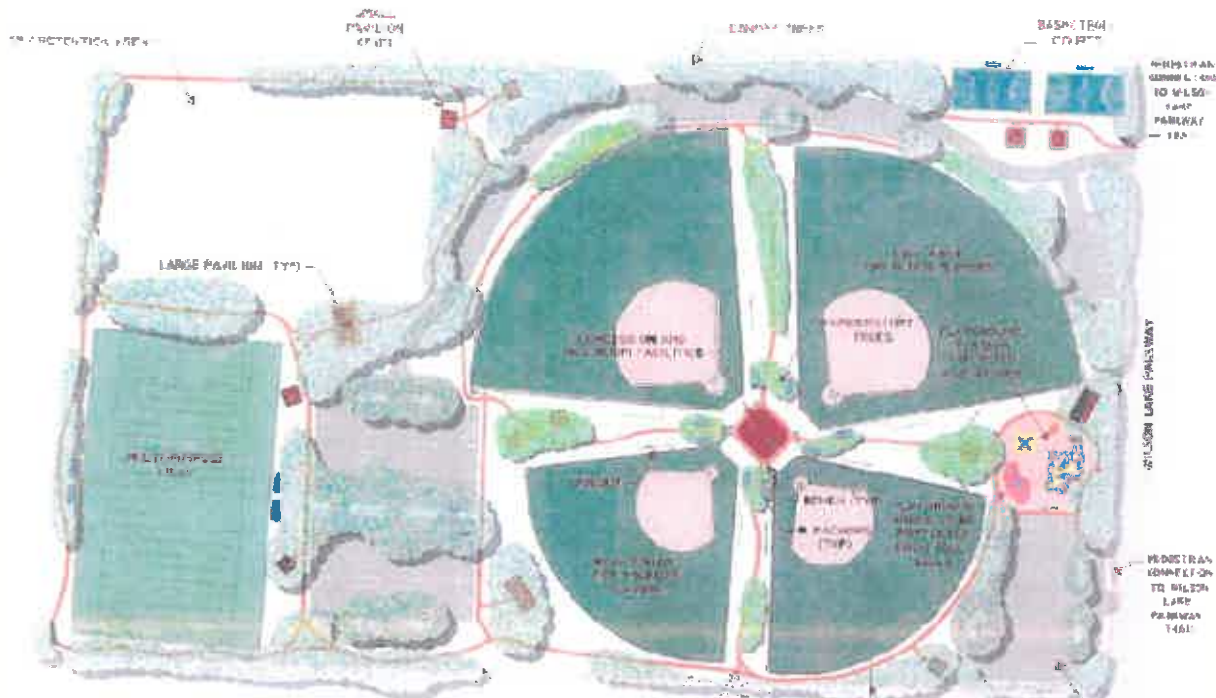
## Robert A. Davis Park Design Background

City Council contracted with AMEC to prepare a conceptual plan for the Robert A Davis Park on Wilson Lake Parkway. For a total of \$44,800 that would include the following services.

First Phase	early 2013	Budget - \$ 18,980
Preliminary Site Assessment Service		
<ul style="list-style-type: none"> <li>• Boundary and Topographic Survey</li> <li>• Geotechnical Investigation</li> <li>• Ecological Assessment</li> </ul>		
Second Phase	late 2013	Budget - \$ 25,820
<ul style="list-style-type: none"> <li>• Preliminary Design Services</li> <li>• Opinion of Probable Construction Cost</li> <li>• Preliminary Design Plans</li> <li>• St. John Regional Water Management District - ERP Pre-Application Meeting Minutes</li> <li>• Lake County Driveway Connection Permit Pre-Application Meeting Minutes</li> </ul>		



# THE RESULT



## RECREATIONAL ADVISORY COMMITTEE PREFERENCES:

- FOUR BALL FIELDS TOTAL
- TWO PARTIALLY COVERED MINOR LEAGUE (60 & 70')
- TWO BASEBALL FIELDS - FULL COURTS

- TWO PLAYGROUND AREAS - 1 FOR YOUNGER CHILDREN & 1 FOR OLDER CHILDREN
- CONVERSION BUILDING WITH BBS ROOM FACILITIES AND WATER FOUNTAIN
- SPLASH PAD - INCORPORATE CLOSING PLAYGROUND FACILITIES

AMERICAN  
COUNCIL ON  
TOGETHER  
PARKWAY  
185



ROBERT A. DAVIS PARK  
City of Cincinnati, Ohio

PARK CONCEPT PLAN

## Robert A. Davis Park Cost Estimate

City of Groveland  
Robert A. Davis Park  
11/6/2013

### OPINION OF PROBABLE CONSTRUCTION COSTS

Item	Description	Total Cost
Earthwork	Clearing & Grubbing, Grading, Erosion Control, etc.	\$ 1,450,000.00
Paving & Drainage	Parking Area, Roads, Trail, Storm Sewer, etc.	\$ 1,200,000.00
Utilities	Water Main, Sanitary Sewer, Lift Station, etc.	\$ 2,000,000.00
Landscaping	Trees, Irrigation, Seeding & Sodding, Lighting, Signage, etc.	\$ 1,750,000.00
Amenities	Baseball Fields, Multi-Purpose Field, Playground, Softball/Golf, Pavilion, Disc Golf Building, Fencing & Gates, Picnic Tables, etc.	\$ 850,000.00
		Sub-Total \$ 4,750,000.00
		Contractor Mobilization (10%) \$ 475,000.00
		Contingency (30%) \$ 1,425,000.00
		<b>TOTAL \$ 6,650,000.00</b>

Approx. 2.5 million

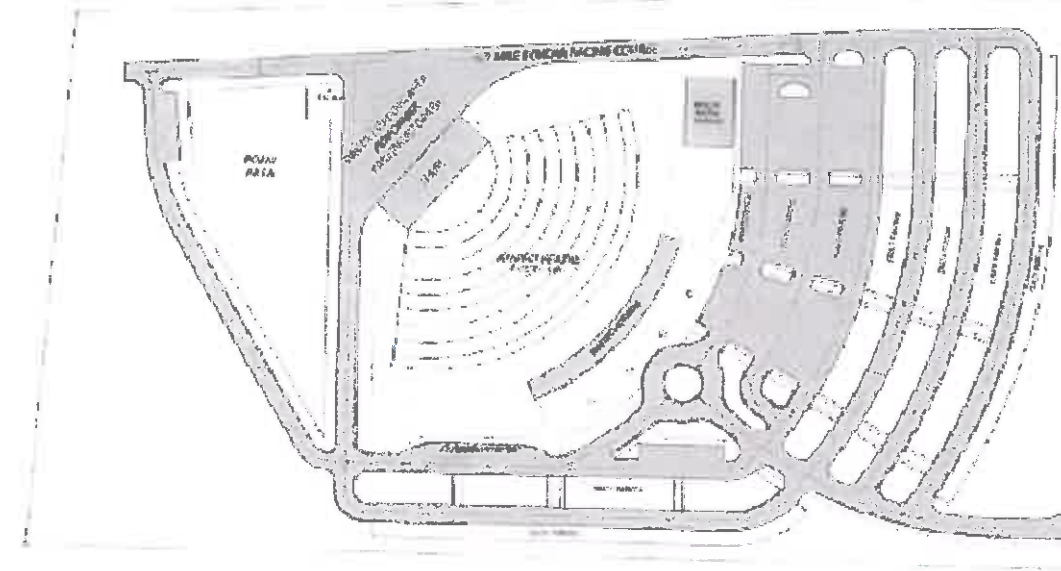
## Robert A. Davis Park Design Evolution

### Sustainability

1. able to be maintained: able to be maintained;
2. maintaining ecological balance: exploiting natural resources without destroying the ecological balance of an area;
3. Business sustainability is often defined as managing the triple bottom line - a process by which companies manage their financial, social and environmental risks, obligations and opportunities. These three impacts are sometimes referred to as profits, people and planet.



# Robert A. Davis Park Design Evolution



DATE: 04-14-2013

Project Name	Robert A. Davis Park
Project Number	10000
Project Location	10000
Project Status	10000
Project Manager	10000
Project Engineer	10000
Project Designer	10000
Project Checker	10000
Project Approver	10000

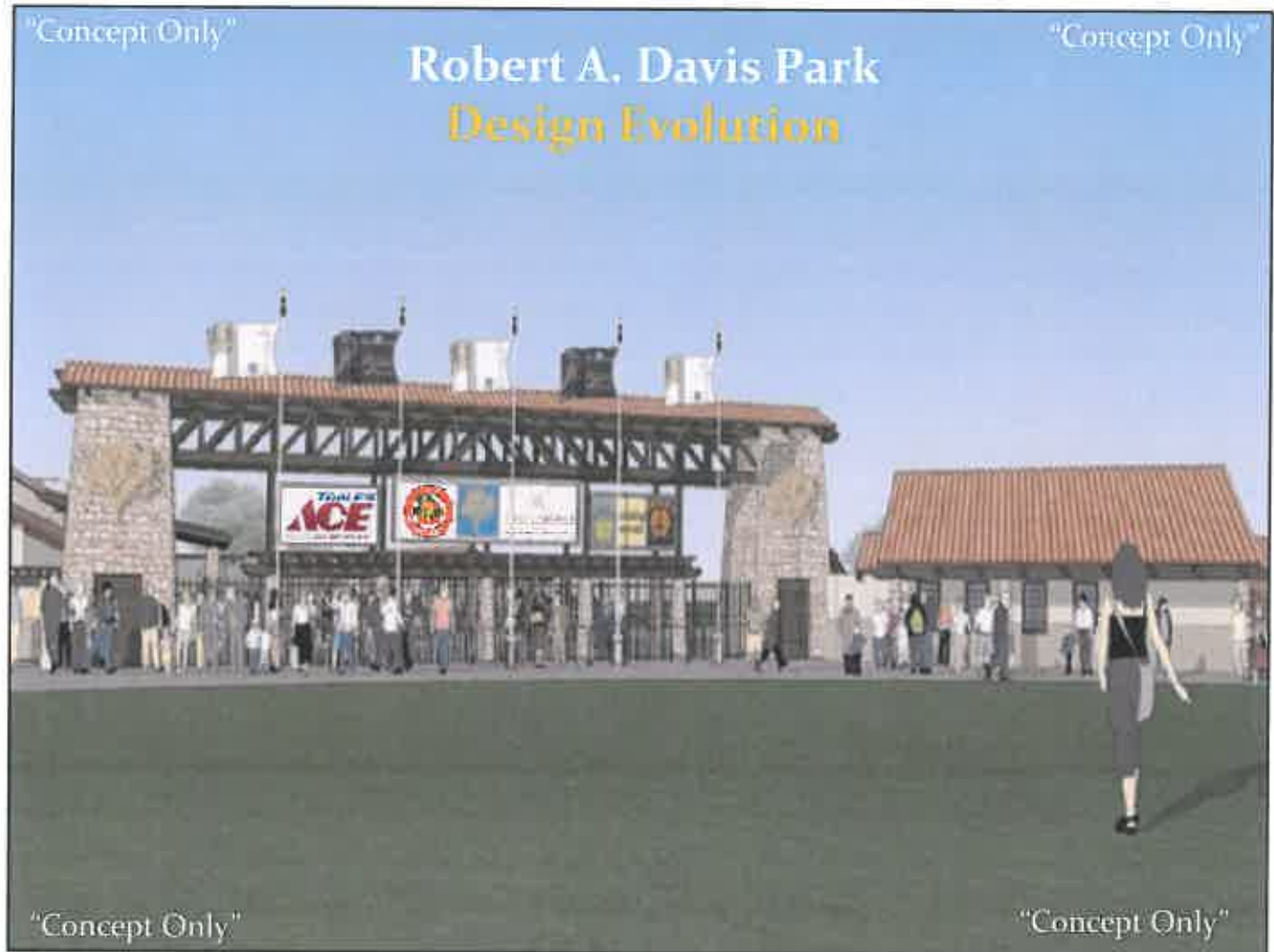
- AMPHITHEATRE SEATING**
- SEATING AREA
  - SEATING AREA
  - SEATING AREA
  - SEATING AREA
  - SEATING AREA

- AMPHITHEATRE STAGE**
- STAGE AREA
  - STAGE AREA
  - STAGE AREA
  - STAGE AREA
  - STAGE AREA

- AMPHITHEATRE STAGE LIGHTING**
- STAGE LIGHTING
  - STAGE LIGHTING
  - STAGE LIGHTING
  - STAGE LIGHTING
  - STAGE LIGHTING

amc

ROBERT A. DAVIS PARK  
10000  
10000



## Robert A. Davis Park Design Evolution

The proposal borrows from previous ideas from the CRA Visioning Committee.



### CRA Visioning Committee Update

Staff attended the CRA Visioning Committee's monthly meeting held on August 8<sup>th</sup>. The objective of the meeting was to review the Draft Groveland CRA Visioning Plan. On August 16<sup>th</sup>, LittleJohn Engineering presented the 1<sup>st</sup> draft of the Groveland CRA Visioning Plan, which is available on the CRA's website. The final draft will be presented for adoption at the October CRA Board meeting.

During the presentation, one of the items that were presented in the CRA Visioning Plan was the idea of a landscape amphitheater in the Lake David Park. This style of amphitheater serves both as a green space and public space. Some examples of the landscape amphitheaters that could go in the Lake David Park are featured below.



CRA Manager's Monthly Report (August 2012)

Page 2 of 3

## Robert A. Davis Park Design Evolution



Amphitheatre Stage Example, Unknown Location



Amphitheatre Design Example, Unknown Location



## Robert A. Davis Park Design Evolution



Grass Seating

## Robert A. Davis Park Design Evolution



Amphitheatre Terrace Example, Unknown Location



Concession Building, Brighton, NY



## Robert A. Davis Park Design Evolution



Amphitheatre Terrace Example, Unknown Location



Amphitheatre Terrace Example, Unknown Location



## Robert A. Davis Park Design Evolution



Country Club Hills, IL



Moonlight Amphitheatre, Vista, CA



## Robert A. Davis Park Design Evolution



Aaron Bessant Park Amphitheatre, Panama City Beach, FL



Little Rock, AK

## Robert A. Davis Park Design Evolution



Elmwood Park, Roanoke, VA



Red Rocks Amphitheatre, Morrison, CO



## Robert A. Davis Park Cost Estimate

City of Groveland  
Robert A. Davis Park  
11/14/2014

### OPINION OF PROBABLE CONSTRUCTION COSTS

Item	Description	Total Cost
Earthwork	Clearing & Grubbing, Grading, Erosion Control, etc.	\$ 805,000.00
Paving & Drainage	Parking Area, Roads, Striping, Sidewalk, Storm Sewer, etc.	\$ 1,250,000.00
Utilities	Water Main, Sanitary Sewer, Lift Station, etc.	\$ 223,000.00
Landscaping	Trees, Irrigation, Seeding & Sodding, Lighting, Sprinklers, etc.	\$ 620,000.00
Amenities	Amphitheatre Stage, Amphitheatre Building, Boxcar Racing Storage Building, Fencing & Gates, etc.	\$ 1,500,000.00
Sub Total		\$ 4,198,000.00
Contractor Mobilization (5%)		\$ 209,900.00
Design (5%)		\$ 209,900.00
Contingency (15%)		\$ 629,700.00
<b>TOTAL</b>		<b>\$ 5,247,500.00</b>

## Robert A. Davis Park

### Multi Purpose/Use

Multiple uses that would include free and paid purposes:

Box Car Racing	Seasonal Festivals / Arts & Craft Expo	Concerts
Music Venues	Junior Theater	Carnivals
Theatrical Venues	Jogging Path	Fire works
Weddings	Movie Night	Hot Air Balloons
Walking Path	Conference Space	Speaking Engagements
Miniature Golf	Graduations – High Schools in the Region	City Events
School Performances	Community Meetings	Corporate Events (rental)



## Robert A. Davis Park Funding Strategies



Parks and Recreation Fund  
Fueled by Impact Fees

(\$3 million by 2017)

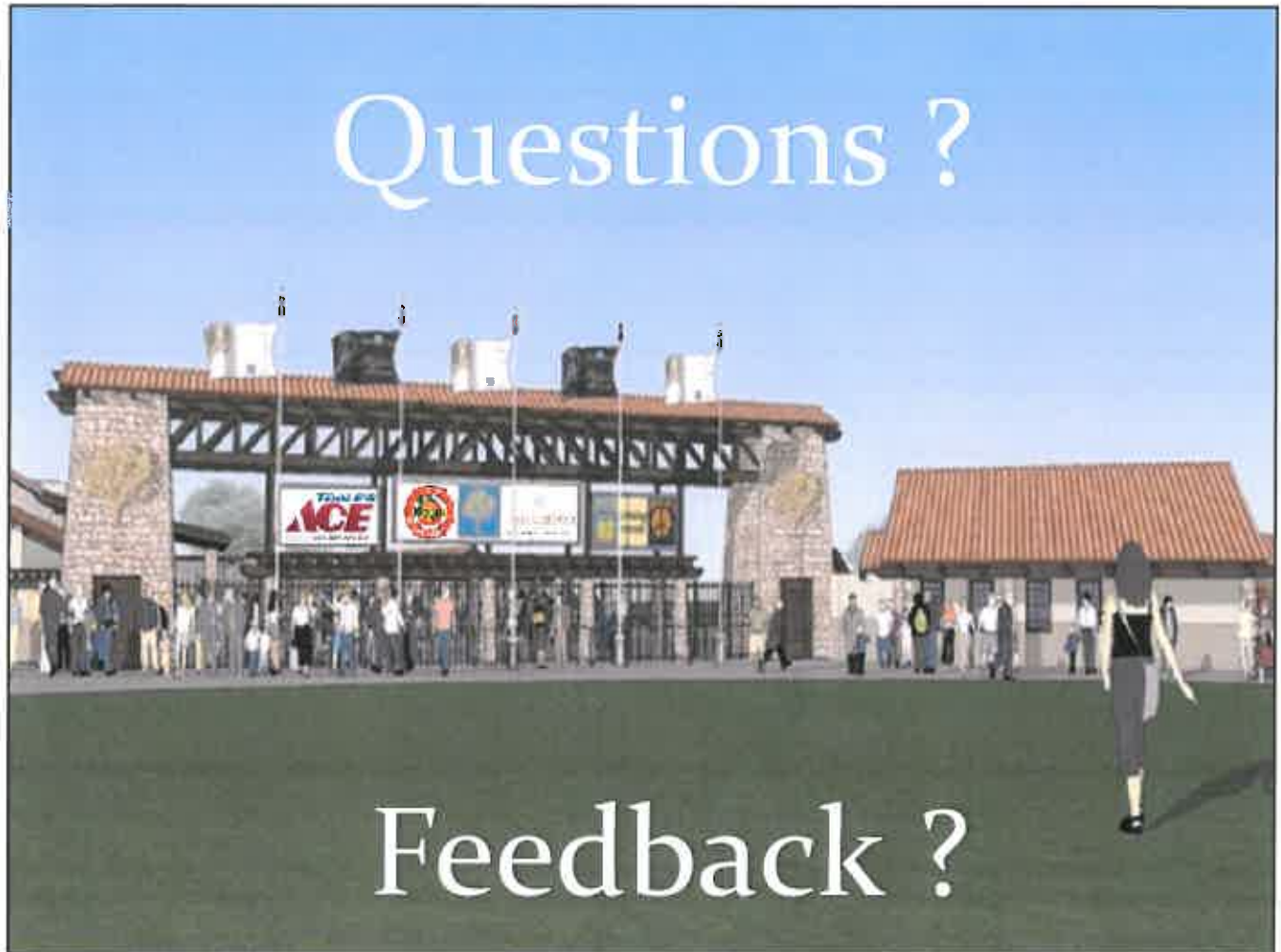
Can be Leveraged in conventional lending model.



Public Private Partnership



Bonding





## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> February 19, 2015
--

<b>AGENDA ITEM:</b>	<b>Ordinance 2015-02-02: Small Comprehensive Plan Amendment – Dequettee Property</b>
---------------------	--

<b>CITY GOAL:</b>	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
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<b>PREPARED BY:</b>	Ryan Berger, Community Development Director
---------------------	---

<b>DATE:</b>	February 2, 2015
--------------	------------------

**BACKGROUND:** The annexation of Dequettee was approved by City Council. This Ordinance amends the Comprehensive Plan future land use designation from Lake County Rural to the City of Groveland Medium Density Residential. This is the Future Land Use consistent with the proposed R-3 zoning.

<b>STAFF RECOMMENDATION:</b> Motion to Approve
--

<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
------------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
-------------------

*"The city with a future, watch us grow!"*

**Record and Return to:**  
City of Groveland  
Attn: Trudy Lovejoy  
156 S. Lake Avenue  
Groveland, Florida 34736

**ORDINANCE 2015-02-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, BY AMENDING THE COMPREHENSIVE LAND-USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY OF GROVELAND MEDIUM DENSITY RESIDENTIAL ON THE FUTURE LAND-USE MAP FOR THE HEREIN DESCRIBED PROPERTY; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.**

**WHEREAS,** the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

**WHEREAS,** the request for this small scale plan amendment is initiated by the applicant, Maria Dequette; and

**WHEREAS,** the owner and applicant desire to use the property to build an additional house; and

**WHEREAS,** the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

**WHEREAS,** the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

**WHEREAS,** the City Council of the City of Groveland hereby finds and determines that the plan amendment is internally consistent with the City's Comprehensive Plan; and

**WHEREAS,** it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

**WHEREAS**, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below.

**Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:**

**Section 1. Legislative Findings.**

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

**Section 2. Comprehensive Plan Amendment**

A. The Property is legally described in **Exhibit A** attached hereto.

The Property consists of 1.33 +/- acres.

B. That portion of the Future Land Use Element referenced as the Future Land Use Map of the City of Groveland Comprehensive Plan is hereby amended by changing the designation of the hereafter described real property (the "Property"), on the City of Groveland Future Land Use Map from Lake County Rural and designating the Property on the Future Land Use Map to:

**MEDIUM DENSITY RESIDENTIAL:** 1.33 acres more particularly described as The Property less and except the property depicted and described in **Exhibit A** hereto.

**Section 3. Severability**

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

**Section 4. Direction to the City Manager.**

The City Manager is hereby authorized to amend the comprehensive plan and future land-use map as indicated herein.

**Section 5. Repeal**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6. Transmittal**

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in



the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

#### **Section 7. Effective Date**

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
HONORABLE TIM LOUCKS, MAYOR  
City of Groveland, Florida

Attest:

\_\_\_\_\_  
TERESA BEGLEY  
City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

First Reading \_\_\_\_\_  
Second Reading \_\_\_\_\_

Council Member \_\_\_\_\_ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member \_\_\_\_\_ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
James Smith		
Dina Sweatt		
Evelyn Wilson		



Alt Key number – 2836644

The South 220 feet of the East 1/4 of the South 1/2 of Government Lot 6, in Section 2, Township 22 South, Range 25 East, Lake County Florida, LESS road right of way.



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> March 2, 2015
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<b>AGENDA ITEM:</b>	<b>Ordinance 2015-02-04: PUD Rezoning – <i>Hunt Industrial Park Phase III</i> *Second and Final Reading</b>
---------------------	---

<b>CITY GOAL:</b>	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
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<b>PREPARED BY:</b>	Ryan Berger, Community Development Director
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<b>DATE:</b>	February 2, 2015
--------------	------------------

### BACKGROUND:

Ordinance 2015-02-04 rezones two parcels from M-1 Industrial to Industrial PUD.

The Hunt Industrial Park is proposing to expand the boundaries of the existing Planned Unit Development. This expansion permits the same land uses and special exemptions found in the existing PUD.

This action is an important piece of the overall Hunt Industrial incentive package being offered by the City of Groveland.

<b>STAFF RECOMMENDATION:</b> Motion to Approve
--

<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
------------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
-------------------

*"The city with a future, watch us grow!"*

**ORDINANCE 2015-03-04**

**AN ORDINANCE OF THE CITY OF GROVELAND, FLORIDA, TO CHANGE THE ZONING FROM M-1 INDUSTRIAL TO INDUSTRIAL PLANNED UNIT DEVELOPMENT FOR THE HEREIN DESCRIBED PROPERTY ON COUNTY ROAD 565A AND OWNED BY HUNT FAMILY III LLC., AMENDING THE PUD FOR HUNT INDUSTRIAL PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAPS AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Hunt Family III LLC (the “Owner”) operates Hunt Industrial Park on real property it owns within the municipal limits of the City of Groveland (described in Exhibit A) having a zoning designation of Industrial Planned Unit Development as provided for in Ordinance 2009-04-18 (the “Existing Property”);

**WHEREAS**, Owner desires to expand Hunt Industrial Park to include additional real property it owns within the municipal limits of the City of Groveland with the same allowable uses and restrictions applicable to the existing industrial park;

**WHEREAS**, the additional property consists of approximately 6 acres thereby bringing the total acreage of Hunt Industrial Park to approximately 22 acres;

**WHEREAS**, the additional property is more particularly described in Exhibit “B” attached hereto and incorporated herein (the “Additional Property”) (collectively the Existing Property and the Additional Property shall be referred to as the “Property”); and

**WHEREAS**, the Additional Property has a Future Land Use designation of Industrial on the City of Groveland Comprehensive Plan Future Land Use Map; and

**WHEREAS**, an Industrial PUD zoning is consistent with the future land use designation; and

**WHEREAS**, the Existing Property is known as the Hunt Industrial Park and construction of all buildings on the Existing Property is complete; however the Additional Property will be an expansion of the Hunt Industrial Park, and the Property will be subject to the provisions provided in this ordinance; and

**WHEREAS**, the City of Groveland Local Planning Agency recommended approval of this ordinance;

**WHEREAS**, the City of Groveland has advertised as required by law for one public hearing prior to adoption of this ordinance, and

**WHEREAS**, the City has held such public hearing as required by law;

**BE IT ORDAINED BY THE CITY COUNCIL OF GROVELAND, FLORIDA, AS FOLLOWS:**

**Section 1.** That the zoning classification of the Additional Property described in Exhibit B, shall be hereafter be designated as Industrial PUD as defined in the Groveland Land Development Regulations. The City Manager shall amend the Zoning Maps as to the Additional Property as specified in the Land Development Regulations, as amended, in accordance with this Ordinance.

**Section 2.** The Property (Existing Property and Additional Property) must comply with the following:

Land Use:

- a. 70% up to 100% of the businesses may be industrial uses as set forth in the M-1 Zoning and
- b. No more than 30% of the businesses shall be commercial uses with the commercial uses set forth below only:
  - Agriculture supply, including bulk storage facilities
  - Veterinary services, including animal specialty services
  - Building construction; general, electrical and special trade contractors
  - Plumbing, heating and air conditioning
  - Welding and armature rewinding shops
  - Health spas and gymnasiums
  - Taxidermy
  - Printing, publishing and allied industries
  - U.S. Postal Service
  - Paint, glass and wall paper stores
  - Hardware, auto and home supply stores
  - Apparel and accessory stores
  - Furniture, home furnishings and equipment stores
  - Finance, insurance and real estate
  - Professional services, including legal, architectural, engineering, accounting, social and educational
  - Health services, excluding hospitals, nursing and personal care facilities, but including medical and dental offices
  - Business services, excluding equipment rental and leasing services
  - Communication sales and service, including radio and television repair
  - Personal services such as barber and beauty shops, tailor studios, laundries and dry cleaning

Special Exception uses within the M-1 Industrial zoning will be Special Exception uses within this Industrial PUD zoning. The only other Special Exception uses for consideration are:

- Eat in restaurant
- Recreational facilities



- Nursery schools or child care centers

**Section 3.** Conditions as altered and amended which pertain to the Property shall mean:

- A. The Property shall only be used as specified in this Ordinance.
- B. There shall be no residential use.
- C. Floor area/acreage of commercial or industrial uses: Will not be specified.
- D. Commercial and industrial floor area ratios: Will not be specified.
- E. Building setbacks shall be in accordance with the approved construction plans and site plan.
- F. Building separations shall be in accordance with the approved construction plans and site plan.
- G. Maximum impervious surface lot coverage shall be in accordance with the approved construction plans and site plan.
- H. Height of structures shall be in accordance with the approved construction plans and site plan.
- I. Open space shall be in accordance with the approved construction plans and site plan.
- J. There are no recreation space requirements.
- K. Landscaping requirements shall be in accordance with the approved construction plans, site plan and landscape plan if any.
- L. Parking areas and external lighting systems shall be in accordance with the approved construction plans and site plan.
- M. Treatment of street lighting shall be in accordance with the approved construction plans and site plan.
- N. The City currently provides water and wastewater to the Existing Property and will provide water and wastewater to the Additional Property.
- O. Methods and commitments to offset the impact on public facilities and services were previously determined and any commitments shall be met by Owner.

- P. A Conceptual Plan for the Existing Property is not required at this time as constructions plans and site plan/s were previously approved. A Conceptual Plan for the Additional Property is attached as **Exhibit C**.
- Q. Areas of the Existing Property containing known or probable endangered species habitat were previously identified or found not to exist. Concerning the Additional Property, Owner shall obtain a threatened and endangered species formal survey and shall otherwise comply with the guidelines or requirements of the FWC. The Owner shall choose the appropriate habitat management plan to preserve any endangered species in accordance with federal and state regulations.
- R. There shall be no outdoor storage.
- S. Owner and Lessee shall meet all fire safety requirements before the City will issue a certificate of occupancy and prior to a tenant being authorized by the City to move in.

**Section 4.** This Ordinance shall insure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

**Section 5.** The transfer of ownership or lease of any or all of the Property described in this Ordinance shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

**Section 6. Severability** If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

**Section 7. Conflict** All ordinances or parts of ordinances, resolutions or parts of resolutions, which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

**Section 8. Effective Date** This Ordinance shall become effective immediately upon final adoption by the City Council of the City of Groveland.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
HONORABLE TIM LOUCKS, MAYOR  
City of Groveland, FL

ATTEST:

\_\_\_\_\_  
Teresa Begley  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Anita Geraci-Carver  
City Attorney

Passed First Reading\_\_\_\_\_

Passed Second Reading\_\_\_\_\_

Council Member \_\_\_\_\_ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member \_\_\_\_\_ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
Dina Sweatt		
John Griffin		
James Smith		
Evelyn Wilson		

## EXHIBIT "A"

GROVELAND, LAKE COUNTY, FLORIDA

Parcel 15-22-25-020100003600

LOTS 37, 38, 39, 40, AND 41, GREEN ACRES, AS RECORDED IN PLAT BOOK 8, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THAT PORTION OF PARCEL B AND LOT 42, SAID GREEN ACRES DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP, 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°00'00" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 64.19 FEET TO THE CENTERLINE OF C.R. 565-A; THENCE RUN SOUTH 50°23'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 209.65 FEET, THEN RUN SOUTH 01°30'31" EAST FOR A DISTANCE OF 63.54 FEET TO THE SOUTH RIGHT OF WAY LINE OF C.R. 565-A, THENCE RUN SOUTH 50°23'00" WEST ALONG SAID SOUTH RIGHT OF WAY FOR A DISTANCE OF 364.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1096.28 FEET AND A CHORD BEARING OF SOUTH 37°23'34" WEST; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 499.28 FEET THROUGH A CENTRAL ANGLE OF 26°05'40" TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 66.67 FEET THROUGH A CENTRAL ANGLE OF 03°29'03" TO THE NORTHWEST CORNER OF LOT 41, SAID GREEN ACRES, THENCE RUN SOUTH 73°28'03" EAST ALONG THE NORTH LINE OF SAID LOT 41 FOR A DISTANCE OF 183.63 FEET TO THE NORTHEAST CORNER OF SAID LOT 42, THENCE RUN ALONG THE EAST LINE OF LOTS 41, 40, 39, 38, 37 AND 36, SAID GREEN ACRES THE FOLLOWING COURSES AND DISTANCES; SAID NORTHEAST CORNER OF LOT 42 BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 913.28 FEET AND A CHORD BEARING OF SOUTH 19°28'40" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 71.82 FEET THROUGH A CENTRAL ANGLE OF 04°30'22"; THENCE RUN SOUTH 17°15'33" WEST FOR A DISTANCE OF 160.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 806.69 FEET AND A CHORD BEARING OF SOUTH 27°59'41" WEST, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 303.23 FEET THROUGH A CENTRAL ANGLE OF 21°32'13" TO THE NORTHWESTERLY LINE OF GREEN ACRES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN ALONG SAID NORTHWESTERLY LINE GREEN ACRES REPLAT, THE FOLLOWING COURSES AND DISTANCES; THENCE RUN SOUTH 73°36'38" EAST FOR A DISTANCE OF 17.30 FEET; THENCE RUN NORTH 88°33'29" EAST OF A DISTANCE OF 232.00 FEET; THENCE RUN NORTH 06°36'29" EAST FOR A DISTANCE OF 133.60 FEET; THENCE RUN NORTH 37°52'29" EAST FOR A DISTANCE OF 236.88 FEET, THENCE RUN NORTH 22°13'29"

EAST FOR A DISTANCE OF 136.76 FEET; THENCE RUN NORTH 68°57'32" WEST FOR A DISTANCE OF 427.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF LOT 36, GREEN ACRES, AS RECORDED IN PLAT BOOK 8, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS. BEGIN AT THE NORTHWEST CORNER OF SAID LOT 36, THENCE RUN SOUTH 72°24'56" EAST ALONG THE NORTH LINE OF SAID LOT 36 FOR A DISTANCE OF 196.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 36 SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 806.69 FEET, AND HAVING A CHORD BEARING OF SOUTH 37°30'52" WEST, THENCE RUN SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT 36 AND THE ARC OF SAID NON-TANGENT CURVE FOR A DISTANCE OF 35.16 FEET TO THE NORTHWESTERLY LINE OF GREEN ACRES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 73°36'38" WEST ALONG SAID NORTHWESTERLY LINE FOR A DISTANCE OF 203.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF C.R. 565-A SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 623.69 FEET, AND CHORD BEARING OF NORTH 43°58'17" EAST; THENCE RUN NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 41.63 FEET THROUGH A CENTRAL ANGLE OF 03°49'28" TO THE POINT OF BEGINNING.



Parcel "1"

Commence at the Southwest corner of Section 15, Township 22 South, Range 25 East, Lake County, Florida; thence North along the West line of said Section 15, a distance of 751.11 feet to the Point of Beginning; thence North 67 degrees 41'20" East, 472.09 feet; thence North 25 degrees 37'00" West, 319.3 feet more or less to the Southerly right-of-way line of State Road 565; thence Northeasterly along said right-of-way line 21.1 feet more or less to the Southerly line of that tract of land shown as "Not Included" on the plat of a Partial Replat of Green Acres, said plat being recorded in Plat Book 17, Page 59, Public Records of Lake County, Florida; thence South 73 degrees 42'00" East along the said Southerly line 205.8 feet more or less to a concrete monument, said monument is shown on said plat of a Partial Replat of Green Acres; thence South 2 degrees 55'41" West, 300.46 feet to a concrete monument; thence South 67 degrees 41'20" West, 75.00 feet at right angle to and parallel with the first line of the property herein described, a distance of 325.80 feet to a concrete monument; thence West 196.37 feet to the Point of Beginning.

Also subject to a 20 foot ingress and egress easement, described as all land lying within 10 feet of the following described centerline from the point of beginning to the Southerly right-of-way line of State Road 565; Commence at the Southwest corner of said Section 15; thence North along the West line of said Section 15, a distance of 751.11 feet; thence East 196.37 feet; thence North 67 degrees 41'20" East, 295.80 feet to the Point of Beginning; thence North 25 degrees 37'00" West, 394.3 feet more or less to the Southerly right-of-way line of State Road No. 22.

From the Southwest corner of Section 15, Township 22 South, Range 25 East, Lake County, Florida, run North along the West line of Section 15, a distance of 751.11

feet to the point of beginning; run thence North 67 degrees 41'20" East 472.09 feet; thence North 25 degrees 37' West 384.14 feet to the centerline of State Road No. 22(Old No. 50); thence Southwesterly along road centerline and on a 573.686 foot radius curve, concave to the Northwest, an arc distance of 309.38 feet, more or less, to a point on the West line of said Section 15, thence South along Section line 383.87 feet, more or less, to the point of beginning. (Less right-of-way of State Road No. 22 and less right-of-way of County Road along West boundary).

**Parcel "2"**

All of Green Acres Partial Replat according to the Plat thereof as recorded in Plat Book 17, Page 59 Public Records of Lake County, Florida, less the South 550 feet of the West 915.4 feet and less from the Southwest corner of Section 15, Township 22 South, Range 25 East, run North 751.11 feet for Point of Beginning; thence run East 196.37 feet; thence North 67 degrees 41'20" East 325.8 feet; thence North 02 degrees 55'41" East 300.46 feet; thence North 73 degrees 42'00" West to Southerly right-of-way of State Road 565-A; thence Southwesterly along right-of-way to West Section line; thence South along Section line to Point of Beginning and less begin at the intersection of Southerly right-of-way of State Road 565-A and East line of West One-Half of the Southwest quarter; thence run Southwesterly along said right-of-way 210 feet; thence South 01 degrees 31' East 196 feet North to Point of Beginning, recorded in Official Records Book 613, Page 1357 of the Public Records of Lake County Florida.

## **EXHIBIT "B"**

### **PARCEL 1:**

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°00'00" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 64.19 FEET TO THE CENTERLINE OF C.R. 565-A; THENCE RUN SOUTH 50°23'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 209.65 FEET; THENCE RUN SOUTH 01°30'31" EAST FOR A DISTANCE OF 63.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF C.R. 565-A AND THE POINT OF BEGINNING; THENCE RUN SOUTH 50°23'00" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 364.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1096.28 FEET AND A CHORD BEARING OF SOUTH 37°23'34" WEST; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 499.28 FEET THROUGH A CENTRAL ANGLE OF 26°05'40"; THENCE RUN SOUTH 68°57'32" EAST FOR A DISTANCE OF 427.00 FEET TO THE NORTHWESTERLY LINE OF GREEN ACRES REPLAT, AS RECORDED IN PLAT BOOK 17, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN NORTH 22°13'29" EAST FOR A DISTANCE OF 318.76 FEET; THENCE RUN NORTH 08°57'29" EAST FOR A DISTANCE OF 231.85 FEET; THENCE RUN NORTH 28°02'29" EAST FOR A DISTANCE OF 65.94 FEET; THENCE RUN NORTH 01°30'31" WEST FOR A DISTANCE OF 280.01 FEET TO THE POINT OF BEGINNING.

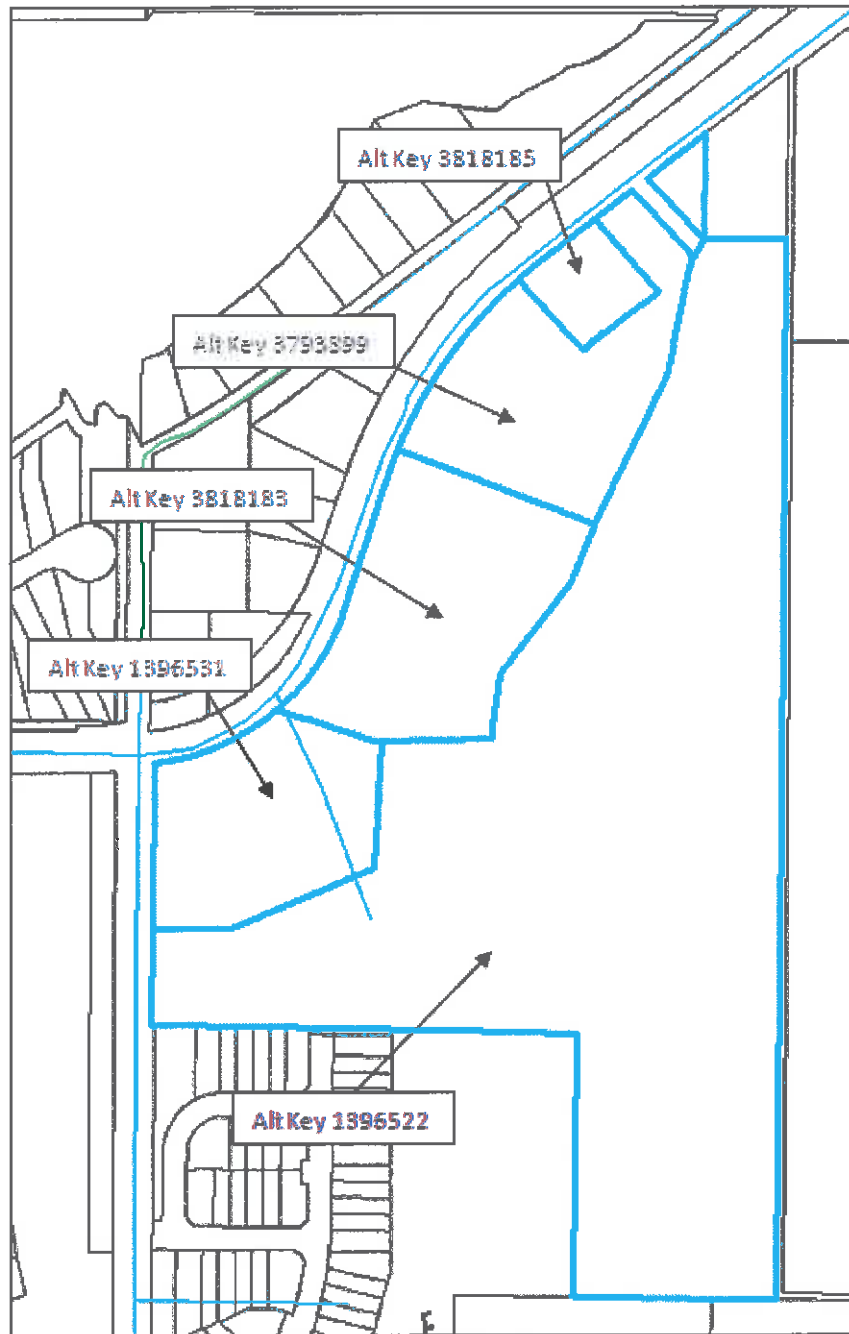
LESS AND EXCEPT: LOTS 47 AND 48, GREEN ACRES, AS RECORDED IN PLAT BOOK 8, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

### **PARCEL 2:**

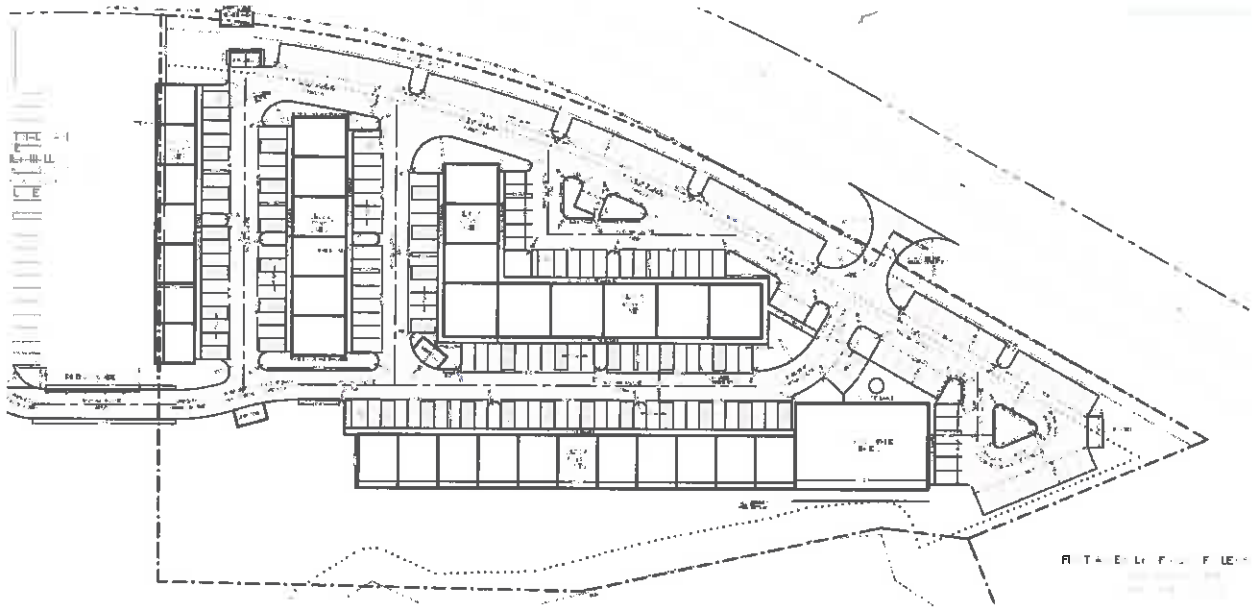
LOTS 47 AND 48, GREEN ACRES, AS RECORDED IN PLAT BOOK 8, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Parcel Nos. 1522250201-000-04200 & 1522250201-000-04700



## EXHIBIT "C"

### CONCEPT PLAN FOR ADDITIONAL PROPERTY







## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> March 2, 2015
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<b>AGENDA ITEM:</b>	<b>Interlocal Agreement for Retention of a Consultant to Oversee South Lake Water Supply and Infrastructure Studies</b>
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<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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<b>PREPARED BY:</b>	Anita Geraci-Carver
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<b>DATE:</b>	February 20, 2015
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### BACKGROUND:

Groveland, Minneola, Mascotte, Clermont, Montverde, Lake County and Lake Utility Services, Inc. are collaborating to resolve current and future water resource demands in South Lake County. Lake Utility Services, Inc. is a private utility provider in South Lake County and desires to participate. The parties believe it is very beneficial to obtain the services of a water resources consultant to oversee the 3-phase plan for studying and assessing water demand projections, water supply options, impact mitigation strategy and infrastructure capacity. Each party has agreed to contribute financially to hire the consultant at the cost of \$30,000. Montverde will contribute \$600. The remaining parties will each contribute \$4,900. The Interlocal Agreement appoints Groveland to procure and retain the services of the consultant. The parties have agreed for the City to contract with Alan Oyler to serve as the consultant. Although the consultant will report to Groveland, Groveland will provide reports, data, etc. to all the parties. Any party may terminate without cause by providing 60 days written notice. If a party terminates without cause no funds will be reimbursed to the party.

<b>STAFF RECOMMENDATION:</b> Motion to Approve Interlocal Agreement
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"The city with a future, watch us grow!"*

**INTERLOCAL AGREEMENT  
BETWEEN  
LAKE COUNTY; THE CITY OF CLERMONT; THE CITY OF GROVELAND;  
THE CITY OF MASCOTTE; THE CITY OF MINNEOLA; THE TOWN OF MONTVERDE;  
AND LAKE UTILITY SERVICES, INC.  
FOR RETENTION OF A CONSULTANT TO OVERSEE SOUTH LAKE WATER SUPPLY AND  
INFRASTRUCTURE STUDIES**

**THIS AGREEMENT** is made and entered into by and between Lake County, a political subdivision of the State of Florida (hereinafter, "County"); the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, and the Town of Montverde, all municipal corporations organized under the laws of Florida (hereinafter and collectively, the "South Lake Cities"); and Lake Utility Services, Inc., a Florida corporation (hereinafter, "L.U.S.I.").

**RECITALS**

**WHEREAS**, the County has broad home rule powers under the Florida Constitution and Section 125.01, Florida Statutes, to enter into agreements with other governmental agencies within or outside its boundaries for the joint performance, or performance by one unit on behalf of another, of governmental functions, and to enter into agreements with private entities and other governmental agencies for the purpose of providing and regulating water and alternative water supplies; and

**WHEREAS**, the South Lake Cities have broad home rule powers under the Florida Constitution and Sections 163.01 and 166.021, Florida Statutes, which authorize municipalities to enter into agreements with other parties to make the most efficient use of their powers and allow municipalities to exercise their powers for municipal purposes, respectively; and

**WHEREAS**, the St. Johns River Water Management District, the South Florida Water Management District, and the Southwest Water Management District are studying whether the Floridan Aquifer system is reaching its sustainable limits of use and exploring the need to develop supplemental sources of water, through a collaborative effort called the Central Florida Water Initiative ("CFWI"); and

**WHEREAS**, the St. Johns Water Management District ("SJRWMD") has developed a groundwater model for the Central Florida service area, and preliminary model results show that the South Lake County area is currently being impacted by groundwater withdrawals, both local and remote; and

**WHEREAS**, SJRWMD's groundwater model shows that six (6) Minimum Flow Level ("MFL") waterbodies (Boggy Marsh, Louisa, Pine Island, Minneola, Cherry, and Apshawa North and South) have been determined to be impacted by groundwater withdrawals, and are currently designated as being in prevention, meaning that future withdrawals will result in the MFLs not being met in the future; and

**WHEREAS**, SJRWMD is required to develop a prevention strategy for these waterbodies, but is delaying development of a prevention strategy pending the results of efforts associated with the Central Florida Water Initiative; and

**WHEREAS**, the South Lake Cities, along with the County and the Lake County Water Authority, have determined to take a cooperative approach to resolving collective current and future water resource demands in South Lake County; and

**WHEREAS**, as major utility service provider in South Lake County, L.U.S.I. wishes to work closely with the County and the South Lake Cities on water resource issues in South Lake County; and

**WHEREAS**, the South Lake Cities, Lake County and L.U.S.I. wish to obtain the services of a consultant with water resources expertise to oversee the cooperative efforts of the parties;

**NOW, THEREFORE**, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Purpose.** The purpose of this Agreement is for the parties hereto to pool resources in order to procure the services of a water resources consultant to oversee a three-phase plan for studying and assessing water demand projections, water supply options, impact mitigation strategy and infrastructure capacity in South Lake County and to perform the Scope of Services contained in **Exhibit "A"**, attached hereto and incorporated herein.
3. **Retention and Funding of an Oversight Consultant.** The parties hereby appoint the City of Groveland to procure and retain the services of a water resources consultant ("Oversight Consultant") to fulfill the Scope of Services contained in **Exhibit "A"**. The selection of the Oversight Consultant shall be subject to approval by the party representatives listed in the Notice section of this Agreement.

A. **Cost of Services and Funding.** The cost of services for the Oversight Consultant is estimated at approximately thirty thousand dollars (\$30,000.00). By executing this Agreement, the parties agree to be obligated to pay their allotted share for funding of the Oversight Consultant according to the following: 16.33% or four thousand, nine hundred dollars (\$4,900.00) to be contributed by all parties other than the Town of Montverde, which shall contribute two percent (2%) or six hundred dollars (\$600.00); however, in no event shall any one (1) party's contribution exceed five thousand dollars (\$5,000.00). The parties' funding contributions shall be provided as follows:

- (i) The City of Groveland shall negotiate an agreement with the selected Oversight Consultant to include the scope of services described in **Exhibit "A"**, attached hereto and incorporated herein. The agreement shall include a provision that the Oversight Consultant shall submit invoices for payments no more frequently than once every thirty (30) days during the term of the agreement. Upon approval of an agreement between City of Groveland and the Oversight Consultant, the City of Groveland shall provide written notice of the same to the parties. Within thirty (30) days of the receipt of notice from City of Groveland, each party shall make a one time, lump sum payment to the City of Groveland in their allotted amount of the estimated cost set forth above, for City of Groveland to draw upon after contributing its allotted amount, in compensating the Oversight Consultant for the services described in **Exhibit "A"**. The City of Groveland shall ensure that its contract with the consultant will not become effective until all parties have submitted their payments.
- (ii) If the City of Groveland wishes to terminate its contract with the Oversight Consultant, prior to any such action, the City of Groveland shall obtain unanimous approval of the proposed termination from the parties to this Agreement. Except for termination for cause, the parties agree that the Oversight Consultant shall be paid for work completed prior to termination.

- B. **Consultant Management.** The City of Groveland shall manage the Oversight Consultant for the benefit of the parties to this agreement. The City of Groveland shall provide reports regarding the Oversight Consultant's work and tasks completed, including electronic/scanned copies of all Oversight Consultant work product to the staff member representatives listed in the Notice section of this Agreement or other representative designated by a party. All deliverables and other data generated or developed by the Oversight Consultant shall be the property of the parties to this Agreement, and may be used by the parties for any purpose.
4. **Term of Agreement.** This Agreement shall become effective upon execution of all parties, and shall remain in full force until final acceptance of the Oversight Consultants' services and work product. A party may terminate this Agreement without cause upon sixty (60) days written notice to the other parties, or at any time for cause. Termination by a party shall be conducted as provided below.
- A. **General Termination Terms:** Written notice of termination shall be sent to the addresses shown below under Paragraph 6 ("Notices"), and shall be considered properly given as of the date received.
- B. **Effect of Termination without Cause.** In the event of termination by any party without cause, the terminating party agrees that it will not be entitled to a refund or reimbursement of any kind of the funds paid to the City of Groveland as provided herein.
5. **Assignment.** This Agreement shall not be assigned without the written consent of all parties, except that L.U.S.I. may assign its obligations under this Agreement to any wholly owned subsidiary of Utilities, Inc., an Illinois corporation, without consent of the other parties.
6. **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:



**Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies**

**COUNTY**

Lake County Manager  
Post Office Box 7800  
Tavares, Florida 32778-7800

**CITY OF CLERMONT**

Clermont City Manager  
685 W. Montrose St., 3<sup>rd</sup> Floor  
Clermont, FL 34711

**CITY OF GROVELAND**

Groveland City Manager  
156 South Lake Ave.  
Groveland, FL 34736

**CITY OF MASCOTTE**

Mascotte City Manager  
100 East Myers Blvd.  
Mascotte, FL 34753

**CITY OF MINNEOLA**

Minneola City Manager  
800 N. U.S. Hwy. 27  
Minneola, FL 34715

**TOWN OF MONTVERDE**

Montverde Town Mayor  
P.O. Box 560008  
Montverde, FL 34756

**LAKE UTILITY SERVICES, INC.**

President  
200 Weathersfield Avenue  
Altamonte Springs, FL 32714

7. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.
8. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.
9. **Modification.** No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

*{Rest of Page Intentionally Left Blank}*

**Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies**

IN WITNESS WHEREOF, the parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed this \_\_\_\_ day of \_\_\_\_\_, 2015.

**LAKE COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA**

ATTEST:

\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Jimmy Conner, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies

CITY OF CLERMONT

ATTEST:

\_\_\_\_\_  
Tracy Ackroyd, City Clerk

\_\_\_\_\_  
Gail Ash, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to form and legality:

\_\_\_\_\_  
Daniel F. Mantzaris, City Attorney

**Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies**

**CITY OF GROVELAND**

ATTEST:

\_\_\_\_\_  
Teresa Begley, City Clerk

\_\_\_\_\_  
Tim Loucks, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies**

**CITY OF MASCOTTE**

ATTEST:

\_\_\_\_\_  
Michelle Hawkins, City Clerk

\_\_\_\_\_, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to form and legality:

\_\_\_\_\_  
Virginia Cassady, City Attorney



**Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies**

**CITY OF MINNEOLA**

ATTEST:

\_\_\_\_\_  
Jan McDaniel, City Clerk

\_\_\_\_\_  
Pat Kelley, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to form and legality:

\_\_\_\_\_  
Scott Gerken, City Attorney

**Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies**

**TOWN OF MONTVERDE**

ATTEST:

\_\_\_\_\_  
Mary Mason, City Clerk

\_\_\_\_\_  
Troy Bennett, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, Town Attorney

**Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies**

**LAKE UTILITY SERVICES, INC.**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**This \_\_\_\_ day of \_\_\_\_\_, 2015.**

## **EXHIBIT "A"**

### **OVERSIGHT CONSULTANT SCOPE OF SERVICES**

**Project Location:** South Lake County

#### **Project Background**

Local governments in South Lake County are participating in the Central Florida Water Initiative (CFWI). The CFWI process involves bringing together three water management districts, the Florida Department of Environmental Protection (FDEP) and local governments in a five county area to cooperatively address the region's water supply needs in an environmentally sustainable fashion. The CFWI's goal is to obtain information that will enable the development of specific water supply projects through partnerships with water users.

Projections for water supply needs in South Lake County amount to approximately three (3) times that estimated by the CFWI. Accordingly, the cities of Clermont, Groveland, Mascotte, Minneola and Montverde, Lake County and Lake Utility Services, Inc. (L.U.S.I.) and other stakeholders in South Lake County are working to share information, pool resources and explore water supply strategies that are specific to South Lake County and based on the most current and best information available.

The parties' efforts will be implemented through three phases. Phase I has been funded by the State of Florida and is already in the process of implementation, and involves the solicitation of an engineering firm's services through the City of Clermont's procurement process to summarize demand projections, review available water supply sources in the region, develop potential impact mitigation strategies and evaluate infrastructure needs and cost estimates. Phase II will involve development of water conservation strategies for South Lake County. Phase III will entail a study of existing conditions of hydrologic flow and an inventory of existing infrastructure such as culverts and diversions in the Clermont Chain of Lakes.

The purpose of this solicitation is to retain the services of a water resources consultant to attend CFWI and other water resource-related meetings, and to provide coordination for all of the phases.

#### **Minimum Vendor Qualifications**

- Broad experience in the processing of Consumptive Use Permits
- Familiarity and experience with water utility systems
- Experience in the development of water conservation policies
- Experience in presentation of water-related issues to public boards and commissions

#### **Outline of Work Tasks**

Provide broad coordination in regards to water supply options and strategies to include but not be

**Agreement between Lake County, the City of Clermont, the City of Groveland, the City of Mascotte, the City of Minneola, the Town of Montverde, and Lake Utility Services, Inc. for Retention of a Consultant to Oversee Water Supply and Infrastructure Studies**

limited to:

1. Consultant shall act as a coordinator for the cooperative efforts of the Cities of Clermont, Groveland, Mascotte and Minneola, the Town of Montverde, Lake County and Lake Utility Services, Inc. (the "funding parties") regarding water supply issues in South Lake County and Central Florida.
2. Assist in formation of water conservation strategies for South Lake County.
3. Attend all meetings at the direction of the project manager
4. Attend Central Florida Water Initiative meetings as directed by the project manager.
5. Attend water related meetings on behalf of the South Lake Cities, L.U.S.I. and Lake County and provide representation within budgetary parameters.
6. Monitor and coordinate Phase I consultant's study with the cities in South Lake County and provide written comments to the parties.
7. Assist Lake County in seeking funding for Phase III "Hydrologic Flow Study and Water Resources Infrastructure Inventory."

**Budget Information:**

In accordance with the Interlocal agreement, the funding parties have agreed to provide funding for this position in the amount of \$30,000. This is a not-to-exceed value. All funds will be used to pay for the services rendered by the selected consultant as detailed in this scope of services. The selected consultant shall serve at the direction and advise the City of Groveland as project manager in writing on a bi-weekly (every two weeks) basis of the total hours expended and total billing values accrued under the project current as of each such financial update. The City of Groveland, subject to approval by the funding parties, reserves the right to adjust work assignments in a manner intended to provide the most appropriate and effective support to the project within the expressed pricing parameter. No billings beyond the total dollar value expressed above will be processed for payment by the City of Groveland.

**Deliverables**

The deliverables provided by the consultant should be consistent with the tasks and deliverables identified and described above.

The funding parties will retain ownership of all deliverables of the Work Tasks resulting from the Oversight Consultant's work, and shall have final authority on the sharing and/or distribution of these deliverables outside of Lake County.

**Performance Period for Services in General and for Assigned Tasks**

The funding parties anticipate that all services will be performed within a one year term. Specific tasks are to be completed in the time frames set by the project manager.



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> March 2, 2015
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<b>AGENDA ITEM:</b>	<b>Replat: Eagle Pointe Phase II</b>
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<b>CITY GOAL:</b>	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the school district
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<b>PREPARED BY:</b>	Ryan Berger, Community Development Director
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<b>DATE:</b>	February 19, 2015
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### BACKGROUND:

The Property consists of 24.99 acres and is currently zoned PUD.

The Property has a Future Land Use designation of Single Family Medium Density. The plat provides for the following:

- 79 single family houses
- Minimum lot size is none. Minimum lot width is 50 feet.
- Setbacks which are consistent with the zoning and are as follows:
  - Front 20 feet
  - Side 5 feet
  - Side Corner 10 feet
  - Rear 10 feet

<b>STAFF RECOMMENDATION:</b> Motion to approve plat and accept temporary storm water drainage easement.
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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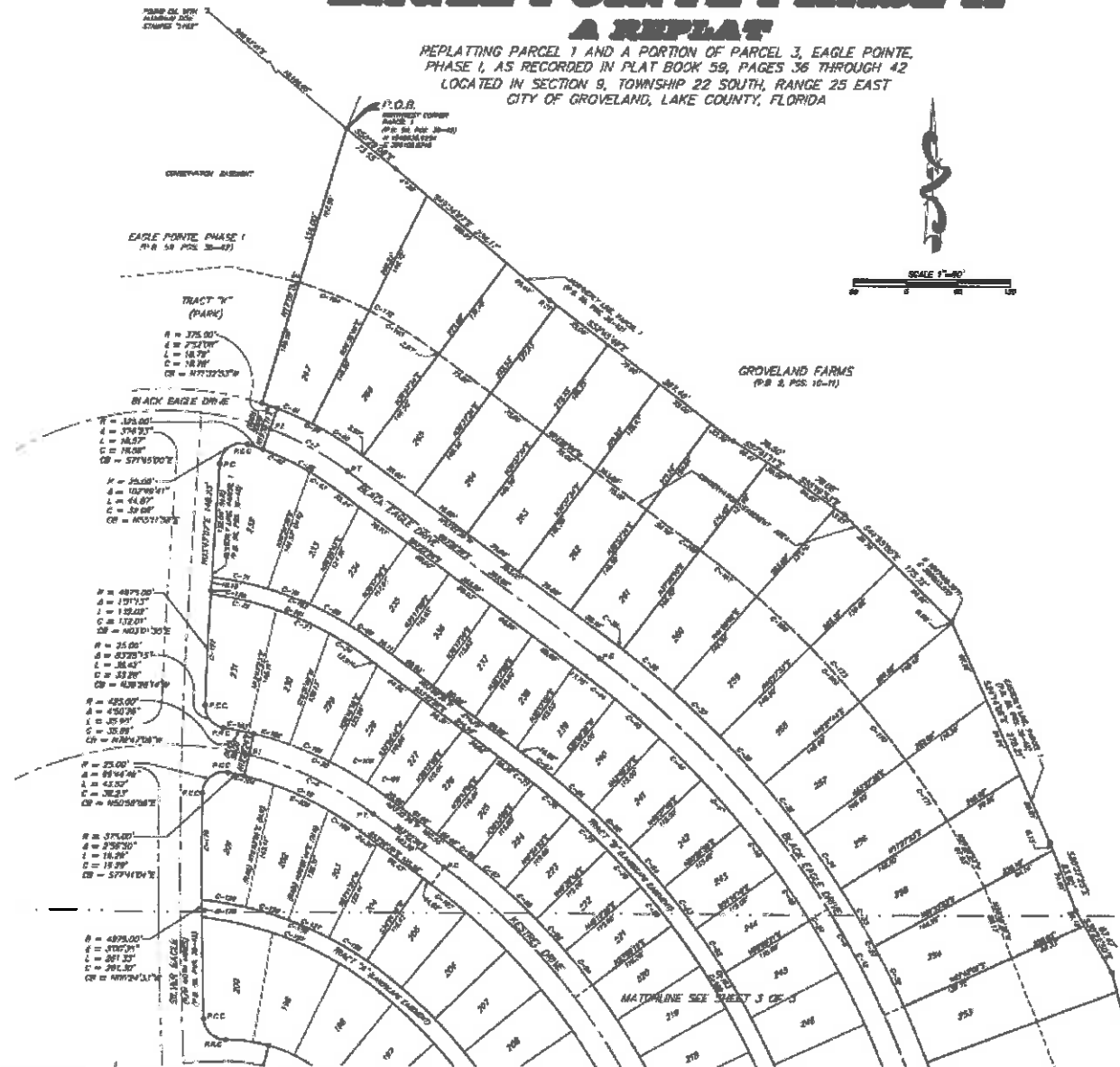
*"The city with a future, watch us grow!"*



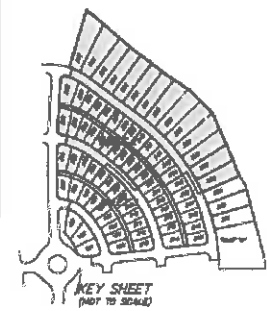
NOTICE: THIS PLAT AS SUBMITTED IN ITS GRAPHIC FORM, IS THE OFFICIAL  
REPRESENTATION OF THE SUBMITTED LANDSCAPE DESIGNED HEREIN AND WILL IN ALL  
CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC  
OR PAPER FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS  
THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE  
PUBLIC RECORDS OF THIS COUNTY.

## PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Architectural drawing showing a column capital (a decorative top of a column) and a scale bar. The scale bar is labeled "SCALE 1"=10'" and has markings for 0, 5, and 10 feet.



2016-2017					2017-2018				
Year	Month	Day	Time	Location	Year	Month	Day	Time	Location
2016	Jan	1	10:00	Room 101	2017	Jan	1	10:00	Room 101
2016	Jan	2	10:00	Room 101	2017	Jan	2	10:00	Room 101
2016	Jan	3	10:00	Room 101	2017	Jan	3	10:00	Room 101
2016	Jan	4	10:00	Room 101	2017	Jan	4	10:00	Room 101
2016	Jan	5	10:00	Room 101	2017	Jan	5	10:00	Room 101
2016	Jan	6	10:00	Room 101	2017	Jan	6	10:00	Room 101
2016	Jan	7	10:00	Room 101	2017	Jan	7	10:00	Room 101
2016	Jan	8	10:00	Room 101	2017	Jan	8	10:00	Room 101
2016	Jan	9	10:00	Room 101	2017	Jan	9	10:00	Room 101
2016	Jan	10	10:00	Room 101	2017	Jan	10	10:00	Room 101
2016	Jan	11	10:00	Room 101	2017	Jan	11	10:00	Room 101
2016	Jan	12	10:00	Room 101	2017	Jan	12	10:00	Room 101
2016	Jan	13	10:00	Room 101	2017	Jan	13	10:00	Room 101
2016	Jan	14	10:00	Room 101	2017	Jan	14	10:00	Room 101
2016	Jan	15	10:00	Room 101	2017	Jan	15	10:00	Room 101
2016	Jan	16	10:00	Room 101	2017	Jan	16	10:00	Room 101
2016	Jan	17	10:00	Room 101	2017	Jan	17	10:00	Room 101
2016	Jan	18	10:00	Room 101	2017	Jan	18	10:00	Room 101
2016	Jan	19	10:00	Room 101	2017	Jan	19	10:00	Room 101
2016	Jan	20	10:00	Room 101	2017	Jan	20	10:00	Room 101
2016	Jan	21	10:00	Room 101	2017	Jan	21	10:00	Room 101
2016	Jan	22	10:00	Room 101	2017	Jan	22	10:00	Room 101
2016	Jan	23	10:00	Room 101	2017	Jan	23	10:00	Room 101
2016	Jan	24	10:00	Room 101	2017	Jan	24	10:00	Room 101
2016	Jan	25	10:00	Room 101	2017	Jan	25	10:00	Room 101
2016	Jan	26	10:00	Room 101	2017	Jan	26	10:00	Room 101
2016	Jan	27	10:00	Room 101	2017	Jan	27	10:00	Room 101
2016	Jan	28	10:00	Room 101	2017	Jan	28	10:00	Room 101
2016	Jan	29	10:00	Room 101	2017	Jan	29	10:00	Room 101
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2016	Feb	4	10:00	Room 101	2017	Feb	4	10:00	Room 101
2016	Feb	5	10:00	Room 101	2017	Feb	5	10:00	Room 101
2016	Feb	6	10:00	Room 101	2017	Feb	6	10:00	Room 101
2016	Feb	7	10:00	Room 101	2017	Feb	7	10:00	Room 101
2016	Feb	8	10:00	Room 101	2017	Feb	8	10:00	Room 101
2016	Feb	9	10:00	Room 101	2017	Feb	9	10:00	Room 101
2016	Feb	10	10:00	Room 101	2017	Feb	10	10:00	Room 101
2016	Feb	11	10:00	Room 101	2017	Feb	11	10:00	Room 101
2016	Feb	12	10:00	Room 101	2017	Feb	12	10:00	Room 101
2016	Feb	13	10:00	Room 101	2017	Feb	13	10:00	Room 101
2016	Feb	14	10:00	Room 101	2017	Feb	14	10:00	Room



**PEC**

**SURVEYING AND MAPPING, LLC**

CERTIFICATE OF AUTHORIZATION NUMBER LA 7200

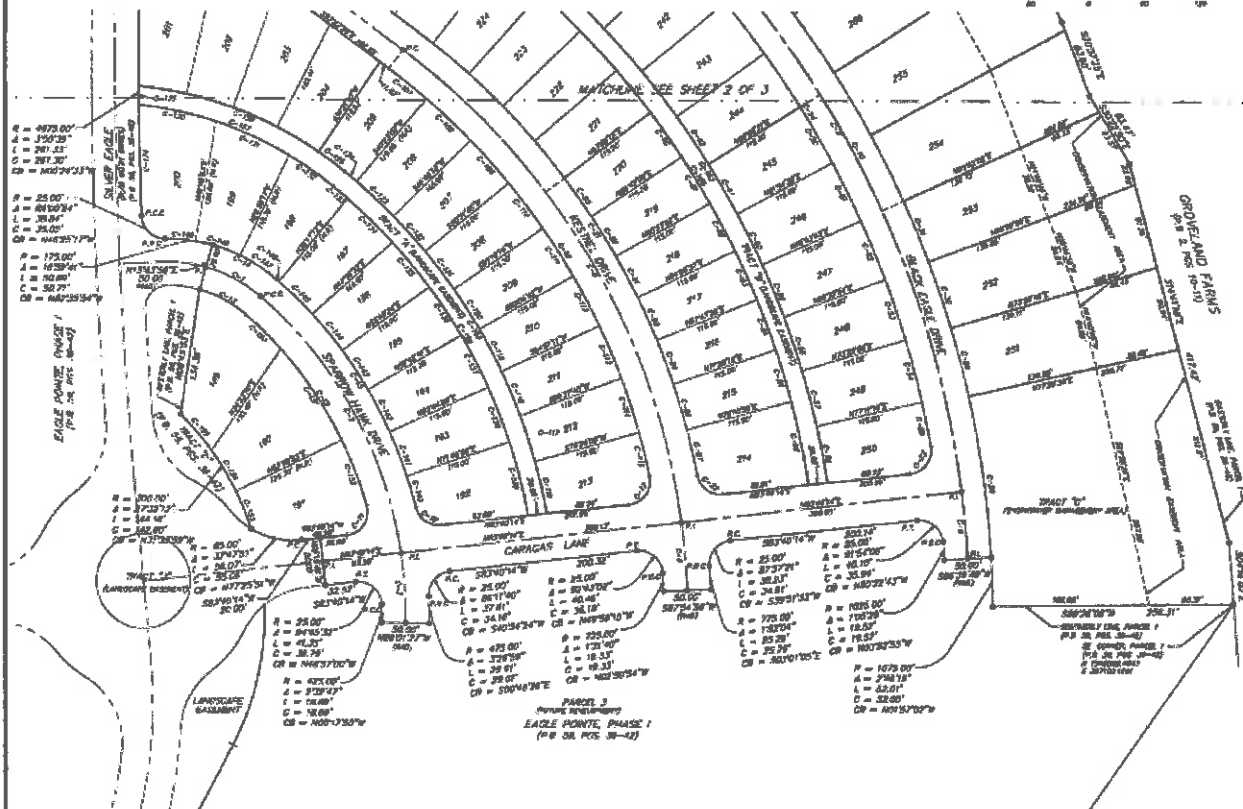
2400 Midway Trail, Suite 501 • Tampa, Florida 33605 813-542-1007

REPLATING PARCEL 1 AND A PORTION OF PARCEL 3, EAGLE POINTE,  
PHASE 1, AS RECORDED IN PLAT BOOK 59, PAGES 36 THROUGH 42  
LOCATED IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST  
CITY OF GROVELAND, LAKE COUNTY, FLORIDA

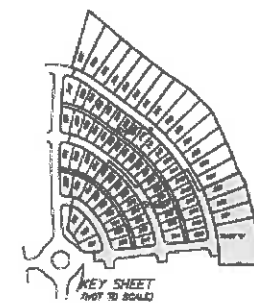
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**PEC** | SURVEYING AND MAPPING, LLC  
 CERTIFICATE OF AUTHORIZATION NUMBER LB 7808  
 3700 Alafaya Trail, Suite 203 • Orlando, Florida 32835 407-643-7677

PAGE 22 OF 2  
 LAW COUNTY  
 ALABAMA COUNTY CLERK  
 ALABAMA COUNTY CLERK





# EAGLE POINTE PHASE II A REPLAT

REPLATING PARCEL 1 AND A PORTION OF PARCEL 3, EAGLE POINTE,  
PHASE I, AS RECORDED IN PLAT BOOK 59, PAGES 36 THROUGH 42  
LOCATED IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST  
CITY OF GROVELAND, LAKE COUNTY, FLORIDA

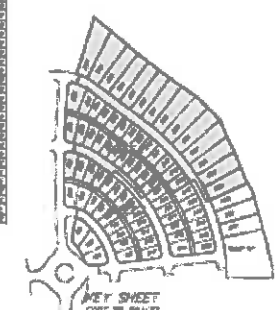
SHEET 2 OF 3

PLAT BOOK PAGE



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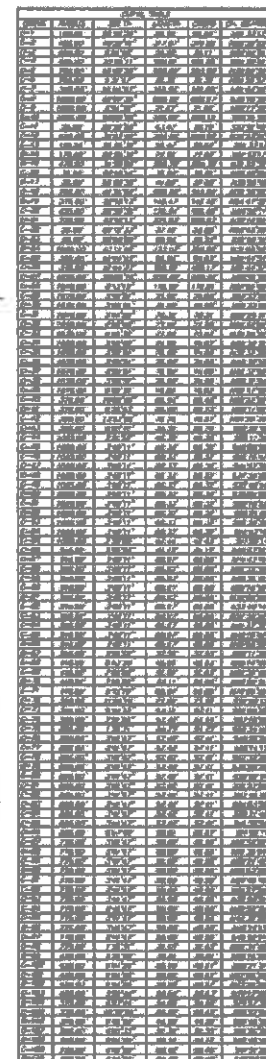
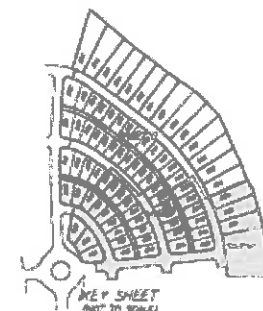


Table 1					
Summary of the results of the 1990-1991 season					
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1992	1000	1000	1000	1000	1000
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2052	1000	1000	1000	1000	1000
2053	1000	1000	1000	1000	1000
2054	1000	1000	1000	1000	1000
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2056	1000	1000	1000	1000	1000



2106 Avenue B, Suite 203 • Costa Mesa, CA 92626 714-441-4444

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## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> March 2, 2015
------------------------------------

<b>AGENDA ITEM:</b>	<b>Extension to Agreement between City and C.W. Roberts Contracting, Inc. re: Remediation to Catherine Lane &amp; Wendell Avenue</b>
---------------------	--

<b>CITY GOAL:</b>	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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<b>PREPARED BY:</b>	Anita Geraci-Carver
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<b>DATE:</b>	February 16, 2015
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### BACKGROUND:

As part of a CDBG grant the City contracted for sewer connections to qualifying residences along Catherine Lane and Wendell Avenue. The contractor failed to complete the project in accordance with the Contract terms and specifications. The City requested the contractor to complete the project to no avail. The City submitted a claim against the contractor's bond, and the claim is currently pending. To ascertain the damages incurred by the City to remediate the construction of Catherine Lane and Wendell Avenue the City issued an Invitation to Bid. Three Bids were submitted. The City approved the attached Agreement for remediation of the construction of Catherine Lane and Wendell Avenue inclusive of the scope of work developed by the City's consulting engineer, TSR Consultants. The Agreement is contingent on the City obtaining funds from the bond to complete the remediation. However, the work needs to be completed, and it is staff's desire to extend the Agreement and proceed with the work, rather than waiting to see if the City recovers money. The extension will allow the City staff to issue the Notice to Proceed so work can begin.

<b>STAFF RECOMMENDATION:</b> Motion to Approve Extension to Agreement
---

<b>REVIEWED BY CITY MANAGER:</b>
----------------------------------

<b>COUNCIL ACTION:</b>
------------------------

<b>MOTION BY:</b>
-------------------

<b>SECOND BY:</b>
-------------------

*"The city with a future, watch us grow!"*

**EXTENSION TO AGREEMENT BETWEEN  
CITY OF GROVELAND, FLORIDA AND  
C.W. ROBERTS CONTRACTING, INC.**

THIS EXTENSION TO AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between the **CITY OF GROVELAND**, Florida, a municipal corporation, 156 S. Lake Avenue, Groveland, Florida 34736, hereinafter called the **CITY**, and **C.W. ROBERTS CONTRACTING, INC.**, a Florida corporation, 4208 County Road 124-A, Wildwood, Florida 34785 hereinafter called the **CONTRACTOR**.

**RECITALS**

**WHEREAS**, CONTRACTOR was chosen as contractor pursuant to sealed bid under Section 287.057, Florida Statutes, following the guidelines set forth under such statute; and

**WHEREAS**, CONTRACTOR was found to be most responsive, responsible, low bidder to provide construction services for the Remediation to Construction of Catherine Lane and Wendell Avenue Project, Invitation to Bid #2014-08-01; and

**WHEREAS**, the CONTRACTOR and CITY entered into that certain Agreement dated October 6, 2014, and CITY and CONTRACTOR desire to extend the term of the Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. CITY and CONTRACTOR mutually agree that the Agreement is in full force and effect, and is not null and void.

*(Signature pages to follow)*

IN WITNESS WHEREOF, the parties hereto have signed this Extension to Agreement.

**CONTRACTOR:** C.W. ROBERTS CONTRACTING, INC.,

**ATTEST:**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
(Signature)

**WITNESSES:**

\_\_\_\_\_

**NAME:** \_\_\_\_\_  
(Print)

\_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY:**

**APPROVED:**

**WITNESSES:**

**CITY OF GROVELAND, FLORIDA**

\_\_\_\_\_

\_\_\_\_\_

(City Manager)

\_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
HONORABLE TIM LOUCKS, MAYOR  
City of Groveland, FL

**ATTEST:**

\_\_\_\_\_  
Teresa Begley  
City Clerk

**AGREEMENT BETWEEN  
CITY OF GROVELAND, FLORIDA AND  
C.W. ROBERTS CONTRACTING, INC.**

**SCOPE OF WORK AGREEMENT**

THIS AGREEMENT is dated as of the 10TH day of OCTOBER in the year 2014 by and between the **CITY OF GROVELAND**, Florida, a municipal corporation, 156 S. Lake Avenue, Groveland, Florida 34736, hereinafter called the **CITY**, and **C.W. ROBERTS CONTRACTING, INC.**, a Florida corporation, 4208 County Road 124-A, Wildwood, Florida 34785 hereinafter called the **CONTRACTOR**.

**THE PARTIES TO THIS CONTRACT AGREE THAT THIS CONTRACT IS CONTINGENT ON THE CITY OF GROVELAND'S RECEIPT OF FUNDS FROM AMERICAN SAFETY CASUALTY INSURANCE COMPANY (ASCIC) IN AN AMOUNT EQUAL TO OR GREATER THAN THE CONTRACT PRICE. IN THE EVENT CITY DOES NOT RECEIVE SUCH FUNDS ON OR BEFORE DECEMBER 1, 2014, THIS CONTRACT SHALL BE DEEMED VOID AND OF NO FURTHER EFFECT UNLESS THE PARTIES AMEND THIS AGREEMENT IN WRITING SIGNED BY BOTH PARTIES.**

**RECITALS**

**WHEREAS, CONTRACTOR** was chosen as contractor pursuant to sealed bid under Section 287.057, Florida Statutes, following the guidelines set forth under such statute; and

**WHEREAS, CONTRACTOR** was found to be most responsive, responsible, low bidder to provide construction services for the Remediation to Construction of Catherine Lane and Wendell Avenue Project, Invitation to Bid #2014-08-01; and

**WHEREAS, the CONTRACTOR** desires to perform such construction services subject to the terms of this Agreement; and

**WHEREAS, where not in conflict herewith, the terms of the Invitation to Bid 2014-08-01 are incorporated herein; and**

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1. WORK**

- 1.1 **CONTRACTOR** shall complete all Work (or Scope of Services) as specified or indicated in the Contract Documents. The Work is generally described as follows:

**REMEDATION TO CONSTRUCTION OF CATHERINE LANE  
AND WENDELL AVENUE  
BID NO. 2014-08-01  
CITY OF GROVELAND  
LAKE COUNTY, FLORIDA**

This project includes remediation to the construction along Catherine Lane and Wendell Avenue which shall include the following:

- Mill, pave and stripe the asphalt of Catherine Lane and reconstruct with one smooth, even and durable application of asphalt to meet the intent of the project and comply with acceptable construction practices.
- Mill, pave and stripe the asphalt of Wendell Avenue and reconstruct with one smooth, even and durable application of asphalt, per the specification of the plans.
- Asphalt to be constructed in two  $\frac{3}{4}$ " lifts, for a total of 1 1/2" inches.
- Reinstall all missing or disrupted pavement markings, per the approved construction plans.
- Work shall be in as required by the City of Groveland's Manual of Standards for Construction and the approved construction plans on file with the City.

**ARTICLE 2. MANNER OF PERFORMING WORK**

- 2.1 On the terms and conditions set forth in this Agreement, CITY hereby engages CONTRACTOR to perform and complete all Work in a professional and workmanship like manner, and shall conform to the industry standards in Central Florida for roadway construction. All materials being utilized in the construction and all workmanship shall be completed to the satisfaction of the Public Works Director and TSR Consultants, Inc, (City's Project Engineer).

**ARTICLE 3. CONTRACT TIME**

- 3.1 The Work shall be Complete as follows:
- 3.1.1. The Work shall be substantially completed with 45 days from the date the Notice to Proceed is issued ("Substantial Completion") and finally completed and ready for its intended use and final payment within 60 days from the date the Notice to Proceed is issued ("Final Completion").
- 3.1.2 All time limits for Substantial Completion and Final Completion are of the essence.

- 3.2 CONTRACTOR recognizes that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof approved in an addendum to this Agreement and signed by CITY. CONTRACTOR acknowledges that proving the actual loss and damages suffered by CITY if the Work is not completed on time is impracticable and not susceptible to exact calculation. Accordingly, instead of requiring any such proof, CONTRACTOR agrees that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY One Hundred Fifty Dollars (\$150.00) for each day that expires beyond the time specified in paragraph 3.1 above for Final Completion. \$5,000 of the Contract Price shall be consideration for inclusion of this Liquidated Damages provision.
- 3.3 In addition to the liquidated damages, there shall be additional incidental damages paid by the CONTRACTOR to the CITY for failure to timely complete the work. These may include, but not be limited to, delay damage settlements or awards owed by CITY to others, inspection and engineering services, interest and bond expense, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by CITY in connection with CONTRACTOR'S failure to timely complete the work.

#### ARTICLE 4. CONTRACT PRICE

- 4.1 CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Contract Price of THIRTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND 00/100, (\$37,760.00) as more particularly set forth in CONTRACTOR'S Bid attached hereto and incorporated herein as **EXHIBIT A**.
- 4.2 The CONTRACTOR agrees that the Contract Price is a stipulated sum in accordance with the Bid and agrees to perform all of the WORK as described in the CONTRACT DOCUMENTS, subject to additions and deductions by Change Order. The CITY shall pay the CONTRACTOR only for the Contract Price.

#### ARTICLE 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit applications for payment to TRichardson@TSRConsultants.com which TSR Consultants will process for payment for work completed and in duplicate to CITY c/o Finance Director, 156 S. Lake Avenue, Groveland, FL 34736. Each application shall contain the designation "**Remediation to Construction of Catherine Lane and Wendell Avenue**" and shall signify the percentage complete. Attachments to the applications for payment shall identify critical, descriptive data.
- 5.2 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.



- 5.3 Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of the Work completed (with the balance being retainage), but, in each case, less the aggregate of payments previously made and less such amounts as TSR Consultants may determine or CITY may withhold, including but not limited to liquidated damages. Upon Substantial Completion, CITY shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as TSR Consultants shall determine and less 100% of TSR Consultants' estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion. Upon final completion and acceptance of the Work, CITY shall pay the remainder of the Contract Price as recommended by TSR Consultants. However, 2% of the Contract Price shall be retained until Record Drawings, testing reports, specifications, addenda, modifications, and shop drawings are delivered to and accepted by TSR Consultants.
- 5.4 Other than as set forth in this Agreement, the CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONTRACTOR hereby agrees that the Contract Price is fully loaded and includes all overhead common expenses, travel expenses, administrative and technical support expenses and computer expenses, and administrative expenses.

#### **ARTICLE 6. CITY RESPONSIBILITIES**

- 6.1 CITY shall promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed. CITY will designate one staff member to act as CITY'S Project Manager.
- 6.2 CITY shall pay CONTRACTOR, in accordance with the provisions of Article 5 above for required services timely submitted and approved and accepted by CITY in accordance with the terms of this Agreement and the Contract Documents.
- 6.3 The CITY will provide to the CONTRACTOR all necessary and available GIS data, data developed and/or within the possession of the CITY, and any other data the CITY possesses that would be useful to the CONTRACTOR in the completion of the required services, as requested by CONTRACTOR.

#### **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement CONTRACTOR make the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect costs, progress, and performance of the

Work.

- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- 7.4 CONTRACTOR has carefully studied the engineer's drawings, and is aware of the nature of the Work to be performed.
- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.6 CONTRACTOR has given TSR Consultants written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contractor Documents, and the written resolution thereof by TSR Consultants is acceptable to CONTRACTOR
- 7.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **ARTICLE 8. LICENSES, APPROVALS AND PERMITS**

- 8.1 Contractor shall obtain all licenses, permits or approvals required for the scope of work at Contractor's expense as part of the Total Contract Price.

#### **ARTICLE 9. CONDITION OF PREMISES**

- 9.1 The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the CONTRACTOR shall remove waste materials, rubbish, the CONTRACTOR'S tools, construction equipment, machinery and surplus materials from and about the Project.

#### **ARTICLE 10. PERFORMANCE BOND AND PAYMENT BOND**

- 10.1 The CONTRACTOR shall to furnish bonds covering faithful performance of the Agreement and payment of obligations arising here under on the date of execution of the Contract or no later than commencement of the Work.
- 10.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the CONTRACTOR shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## **ARTICLE 11. WARRANTIES BY CONTRACTOR**

- 11.1 CONTRACTOR warrants that all materials will be new materials, unless otherwise specifically agreed upon or disclosed, and that the labor and materials supplied by CONTRACTOR and used in performing this contract will be free of defects for a period of three (3) years from the date of the final completion.

## **ARTICLE 12. CORRECTION OF WORK**

- 12.1 The CONTRACTOR shall promptly correct Work rejected by TSR Consultants or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work including additional testing and inspections, the cost of uncovering and replacement, and compensation for TSR Consultants' services and expenses made necessary thereby, shall be at the CONTRACTOR'S expense.
- 12.2 In addition to the CONTRACTOR'S obligations in this Agreement, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established in this Agreement, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the CITY to do so unless the CITY has previously given the CONTRACTOR a written acceptance of such condition. The CITY shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the CITY fails to notify the CONTRACTOR and give the CONTRACTOR an opportunity to make the correction, the CITY waives the rights to require correction by the CONTRACTOR and to make a claim for breach of warranty.
- 12.3 If the CONTRACTOR fails to correct nonconforming Work within a reasonable time, the CITY may correct the Work and deduct the expenses incurred for doing so from the Contract Price, and in the event the Contract Price has been paid in full, seek the expenses from the CONTRACTOR who shall pay said expenses to CITY within 20 days of written notice from CITY.
- 12.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

## **ARTICLE 13. INSURANCE**

- 13.1 CONTRACTOR shall obtain and maintain, at CONTRACTOR'S expense, for CONTRACTOR'S and CITY'S protection, insurance in amounts no less than stated below, in connection with the work to be performed under this Agreement, until final completion. CONTRACTOR shall obtain and maintain builder's risk insurance coverage. CONTRACTOR shall provide CITY a Certificate of Insurance demonstrating the

required insurance prior to work commencing. CONTRACTOR shall assure that its sub-Contractors provide the same insurance and in the minimum amounts as required of contractor and it is in effect at all times during this Agreement.

**General Liability \$ 1,000,000**  
**Automobile liability \$ 1,000,000**  
**Worker's Compensation \$ 500,000**  
**Professional Liability \$ 1,000,000**

#### **ARTICLE 14. DEFAULT/NOTICE OF DEFAULT**

- 14.1 Contractor shall be in default under this Contract for defective construction or if Contractor abandons work or otherwise refuses to carry out contractor's obligations under this Contract (unless such abandonment or refusal is based upon a prior default by CITY which CITY has failed to cure after written notice thereof). Contractor shall be deemed to have abandoned work if Contractor shall fail to perform or cause any work to be performed on the Subject Property for ten (10) consecutive days, unless such failure is the result of any event caused by the CITY or a natural disaster. CITY shall be in default under this Contract if CITY refuses to permit Contractor to complete performance, fails to pay any amounts when due, or otherwise refuses to carry out the obligations of CITY under this Contract (unless such refusal or nonpayment is based upon a prior default by Contractor which Contractor has failed to cure after written notice thereof). In the event of default, the defaulting party shall be entitled to receive written notice, by certified mail return receipt requested or by hand delivery to the address shown below, which specifies the event(s) of default. The defaulting party shall have ten (10) days from the receipt of the notice in which to begin the curing of any default, which actions shall be continuously pursued and completed within a reasonable time in light of the nature of the default; provided, however, the cure of any default in payment must be completed within fifteen (15) days from the date of notice of default. If any default is timely cured, each party agrees that this Contract shall remain in full force and effect and neither party may assert any claims as the result of such default. All notices shall be to the respective addresses of the parties as set forth on page 1, or as otherwise set forth in written notice to the other party.

#### **ARTICLE 15. TERMINATION OF THE AGREEMENT**

- 15.1 Termination by CONTRACTOR  
If CITY fails to make payment as required, the CONTRACTOR, may upon seven additional day's written notice to the CITY, terminate the Agreement and recover from the CITY payment for Work executed, including costs incurred by reason of such termination.
- 15.2 Termination by CITY  
The CITY may terminate the Agreement if the CONTRACTOR:

- a. Repeatedly refuses or fails to supply enough properly skilled workers or property materials;
  - b. Fails to make payment to Subcontractors for material or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors or material providers;
  - c. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
  - d. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.
- 15.3 When any of the above reasons exists, the CITY, upon certification by TSR Consultants that sufficient cause exists to justify such action, may, without prejudice to any other remedy the CITY may have and after giving the CONTRACTOR seven days' written notice, terminate the Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR and may finish the Work by whatever reasonable method the CITY may deem expedient. Upon request of the CONTRACTOR, the CITY shall furnish to the CONTRACTOR detailed accounting of the costs incurred by the CITY in finishing the Work.
- 15.4 When the CITY terminates the Agreement for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.
- 15.5 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for TSR Consultants' services and expenses made necessary thereby, and other damages incurred by the CITY and not expressly waived, such excess shall be paid to the CONTRACTOR. If such costs and damages exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY. The amount to be paid to the CONTRACTOR or CITY, as the case may be, shall be certified by TSR Consultants, upon application, and this obligation for payment shall survive termination of the Agreement. Payment shall be due within 20 days of notice from the other party.
- 15.6 The CITY may, at any time, terminate the Agreement for the CITY'S convenience and without cause. The CONTRACTOR shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

#### ARTICLE 16. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CONTRACTOR and CITY concerning the Work are attached to this Agreement, made a part hereof and consist of the following:

- 16.1 This Agreement (pages 1 to 13, inclusive).
- 16.2 Exhibits to this Agreement, if any.
- 16.3 Certificates of Insurance of Contractor

- 16.4 Notice of Intent to Award
- 16.5 Invitation to Bid documents including Addenda
- 16.6 Drawings dated \_\_\_\_\_ and any revisions thereto, if any, dated \_\_\_\_\_
- 16.7 The following which may be delivered or issued on or after the Effective Date of this Agreement and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Performance Bond
  - e. Payment Bond
  - f. Proof of proper license
  - g. Permit(s) if any
- 16.8 The Contract Documents may only be amended, modified or supplemented by an amendment to this Agreement signed by the parties.

#### **ARTICLE 17. SPECIAL TERMS AND CONDITIONS.**

- 17.1 **Indemnity.** CONTRACTOR shall indemnify and hold CITY and its employees, agents, officers, council members and CONTRACTORS free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representatives, in the performance of CONTRACTOR'S duties set forth in this Agreement.
- 17.2 **Independent CONTRACTOR.** CONTRACTOR agrees that it shall be acting as a contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of CITY. CONTRACTOR shall have no authority to contract for or bind CITY in any manner and shall not represent itself as an agent of CITY or as otherwise authorized to act for or on behalf of CITY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the

commencement or progress of the work from any cause whatsoever, shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR'S sole remedy, if any, against the CITY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY.

17.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

17.8 Prohibition Against Contingent Fees. CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

17.9 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility.

#### ARTICLE 18. GENERAL CONDITIONS

18.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida, and jurisdiction shall be in the Circuit Court of Lake County, Florida.

18.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

18.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.



18.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

18.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

18.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

18.7 During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

18.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

18.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof provided the intent of the Agreement remains and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

*(Signature pages to follow)*

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.



CONTRACTOR: C.W. ROBERTS CONTRACTING, INC.,

ATTEST:



BY: Robert P. Flowers  
(Signature)

WITNESSES:

NAME: Robert P. Flowers President  
(Print)

TITLE: PRESIDENT

DATE: 11/20/14

CITY:

APPROVED:

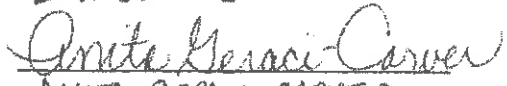
WITNESSES:

CITY OF GROVELAND, FLORIDA

  
LISA CORTESE

  
(City Manager)

REDMOND D. JONES, II


  
ANITA GERACI-CARVER

DATE:

10/06/2014

  
HONORABLE TIM LOUCKS, MAYOR  
City of Groveland, FL

ATTEST:

  
Teresa Begley  
City Clerk



## REQUEST FOR CITY COUNCIL CONSIDERATION

<b>MEETING DATE:</b> March 2, 2015
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<b>AGENDA ITEM:</b>	<b>Lift Station No. 18 Replacement Proposal by BESH Engineering</b>
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<b>CITY GOAL:</b>	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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<b>PREPARED BY:</b>	James Huish
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<b>DATE:</b>	February 17, 2015
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### BACKGROUND:

Lift Station No. 18 was constructed in 1973 as an above ground wastewater pumping station. The station has experienced numerous issues over the past five years including pump failures, electrical failures and sanitary sewer overflows. The attached engineering proposal is for permitting, design, preparation of bid documents and construction administration for a new duplex submersible station to be constructed on site. City staff will demolish the old station following completion of the new lift station.

<b>STAFF RECOMMENDATION:</b> Approve the engineering proposal by BESH.
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<b>REVIEWED BY CITY MANAGER:</b>
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<b>COUNCIL ACTION:</b>
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<b>MOTION BY:</b>
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<b>SECOND BY:</b>
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*"The city with a future, watch us grow!"*

**CIVIL ENGINEERING AND SURVEYING SERVICES  
PROPOSAL/AGREEMENT**

**FOR**

**CITY OF GROVELAND  
LIFT STATION NO. 18 REPLACEMENT**

**ENGINEERS:**

Robert A. Ern, Jr., P.E., Principal  
BOOTH, ERN, STRAUGHAN & HIOTT, INC.  
902 North Sinclair Avenue  
Tavares, Florida 32778  
(352) 343-8481 - Phone  
(352) 343-8495 - Fax  
[ren@besandh.com](mailto:ren@besandh.com)

**CLIENT:**

James Huish, Director of Public Serv.  
CITY OF GROVELAND  
1198 Sampey Road  
Groveland, Florida 34736  
(352) 429-0227 - Phone  
[james.huish@groveland-fl.gov](mailto:james.huish@groveland-fl.gov)

PROJECT: City of Groveland Lift Station No. 18 Replacement  
CLIENT: James Huish, Director of Public Services, City of Groveland  
DATE: February 16, 2015

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## **CIVIL ENGINEERING AND SURVEYING SERVICES PROPOSAL/AGREEMENT**

### **Project Understanding:**

The City of Groveland desires to replace the existing Lift Station No. 18, and construct a new lift station on the same site. Design would include a new wet well, pumps, valve vault, and electrical panel/controls and SCADA system. The City will demo the existing improvements following construction of the new station.

### **Scope of Services:**

To provide engineering design, permitting and construction management services for the removal and replacement of Lift Station No. 18. Final product will be complete construction documents and applicable permits ready for bidding. BESH's scope of services include the following tasks:

#### **TASK I DATA COLLECTION/SURVEY**

Survey and topo existing lift station site and existing influent and effluent lines. Obtain invert elevations on the existing gravity sewer pipes coming into the lift Station and two (2) manholes upstream. Survey location of underground utilities as marked and identified by the City of Groveland.

Meeting with City to collaborate on design layout, to obtain historic pumping data, pump down test if required and scada system requirements.

**FEE: \$1,495.00**

#### **TASK II DESIGN AND PERMITTING**

BESH will prepare final construction documents for the design of a new lift station to replace existing LS #18. Design shall include site plan, new wet well, new pumps, new valve vault, duplex pump configuration and necessary yard piping. BESH will prepare and submit FDEP application for Construction of Domestic Wastewater Collection/Transmission System.

##### **Deliverables:**

- 90% Drawings and Specifications
- 100% Drawings, Specifications and Opinion of Probable Cost
- One (1) complete set of 11x17 drawings, six (6) complete sets of full size drawings, and one (1) electronic copy in pdf format.
- One (1) hard copy set of specifications, one (1) electronic copy in pdf format.

**FEE: \$5,950.00**

PROJECT: City of Groveland Lift Station No. 18 Replacement  
CLIENT: James Huish, Director of Public Services, City of Groveland  
DATE: February 16, 2015

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**TASK III CONSTRUCTION BID DOCUMENTS**

Services to include preparation of construction contract bid documents and specifications. BESH, Inc., shall coordinate with all qualified bidders during bid processes and prepare final bid evaluations with recommendations to client. BESH, Inc., shall prepare final contract documents between Owner and Contractor.

**FEE: \$2,900.00**

**TASK IV CONSTRUCTION ADMINISTRATION SERVICES**

BESH, Inc., will advise and consult with Owner and act as its representative during construction. BESH, Inc., will make periodic visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. BESH, Inc., will review and approve shop drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and field survey as-builts to be provided by Contractor, BESH, Inc., shall prepare and submit certifications of completions to the following State and local agencies as required:

1. City of Groveland.
2. Florida Department of Environmental Protection.

**FEE: \$3,230.00**

**TASK V GEOTECHNICAL INVESTIGATION**

BESH, Inc., shall coordinate with Andreyev Engineering, Inc., to provide one auger boring to a depth of 30' at the location of the proposed wet well in order to evaluate existing soil conditions and estimate seasonal high groundwater table.

**FEE: \$1,485.00**

**TASK VI ELECTRICAL ENGINEERING DESIGN/CONSTRUCTION ADMINISTRATION**

BESH, Inc., shall contract with Bailey Engineering Consultants, Inc., to provide electrical engineering design and construction administration for the proposed lift station project

**FEE: \$12,320.00**



PROJECT: City of Groveland Lift Station No. 18 Replacement  
CLIENT: James Huish, Director of Public Services, City of Groveland  
DATE: February 16, 2015

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### SUMMARY FEE SCHEDULE

TASK I	\$ 1,495.00
TASK II	\$ 5,950.00
TASK III	\$ 2,900.00
TASK IV	\$ 3,230.00
TASK V	\$ 1,485.00
TASK VI	\$ 12,320.00
<b>TOTAL</b>	<b>\$ 27,380.00</b>

#### Owner Responsibilities:

The Owner shall provide the following information for use by BESH in preparing the construction documents and calculations:

- As-built information on the existing lift station, pump sizes, and force main and electrical/controls systems.
- Scada information on existing flows and pump run times.
- Requirements for scada system.
- Providing underground utility location services on the existing site.

#### Does not include:

- Standby Generator/ATS design
- Upgrades to downstream force main other than connection within 50 ft of valve vault.
- Permit application fees
- Reproduction fees (to be billed at cost)

PROJECT: City of Groveland Lift Station No. 18 Replacement  
CLIENT: James Huish, Director of Public Services, City of Groveland  
DATE: February 16, 2015

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**HOURLY RATE SCHEDULE**  
**2015**

Professional Services shall be charged at the following rate schedule:

**ENGINEERING**

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

**SURVEYING**

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

All printing for this project shall be billed out at the following rate schedule, plus sales tax:  
(Outside Copying Services will be billed at cost)

PROJECT: City of Groveland Lift Station No. 18 Replacement  
CLIENT: James Huish, Director of Public Services, City of Groveland  
DATE: February 16, 2015

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### **Engineering Bond Copies**

#### **Black & White**

11 x 17.....\$1.25  
24 x 36.....\$2.50

#### **Color Copies**

11 x 17.....\$2.00  
24 x 36.....\$6.00

#### **Black & White Copies**

8 ½ x 11.....\$0.10  
8 ½ x 14.....\$0.15  
11 x 17.....\$0.20

#### **Color Copies**

8 ½ x 11.....\$1.20  
8 ½ x 14.....\$1.45  
11 x 17.....\$1.70

### **Other Printing Services**

24 x 36 Vellum.....\$9.00  
24 x 36 Mylar.....\$12.00  
24 x 36 Photo Paper, Color..... \$36.00  
24 x 36 Foam Board.....\$20.00

### **Other Services**

Fax.....\$1.00/Copy  
Postage (Fed-Ex, Certified Mail, Etc)...@ cost  
Concrete Monuments..... \$10.00  
Rebar..... \$2.00  
Mileage (T/M Projects Only)..... \$0.59

PROJECT: City of Groveland Lift Station No. 18 Replacement  
CLIENT: James Huish, Director of Public Services, City of Groveland  
DATE: February 16, 2015

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## **TERMS AND CONDITIONS**

### **I. GENERAL CONDITIONS**

#### **A. AGREEMENT:**

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Groveland** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

#### **B. TERMINATION:**

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

#### **C. DOCUMENTS:**

##### **ENGINEERING DOCUMENTS**

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

##### **SURVEYING DOCUMENTS**

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

PROJECT: City of Groveland Lift Station No. 18 Replacement  
CLIENT: James Huish, Director of Public Services, City of Groveland  
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**D. FEE RENEGOTIATION:**

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31<sup>st</sup> of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

**E. REGULATORY REQUIREMENTS:**

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

**F. PERMIT ACQUISITION**

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

**II. COMPENSATION**

**A. ADDITIONAL SERVICES:**

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

PROJECT: City of Groveland Lift Station No. 18 Replacement  
CLIENT: James Huish, Director of Public Services, City of Groveland  
DATE: February 16, 2015

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**B. OUT-OF-POCKET EXPENSES:**

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

**C. PAYMENT:**

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

**III. MISCELLANEOUS**

**A. FORCE MAJEURE:**

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or

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dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

**B. LIMITATION OF LIABILITY:**

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

**C. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

**D. WAIVER:**

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

**E. COSTS AND ATTORNEY'S FEES:**

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

**F. GOVERNING LAW; VENUE:**

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

**G. SEVERABILITY:**

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.



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**H. STATEMENT REGARDING DESIGN PROFESSIONALS  
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

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## AUTHORIZATION TO PROCEED

### PROPOSAL FOR CIVIL ENGINEER AND SURVEYING SERVICES AS DESCRIBED IN THE ATTACHED PROPOSAL

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ N/A

THIS PROPOSAL/AGREEMENT ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_, 2015.

**Booth, Ern, Straughan & Hiott, Inc.**

**Client**

Signature



Signature

By: Robert A. Ern, Jr., P.E.

By: \_\_\_\_\_

Title: Principal

Title: \_\_\_\_\_













